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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

ELI LILLY AND COMPANY,

Plaintiff,

v.

MOCHI HEALTH CORP., MOCHI MEDICAL CA P.C., MOCHI MEDICAL P.A., AEQUITA PHARMACY, LLC, AEQUITA CORPORATION,

Defendants.

CASE NO. 3:25-cv-3534

COMPLAINT

DEMAND FOR JURY TRIAL

1. Defendant Mochi Health Corp. ("Mochi Health") is at the heart of a conspiracy and enterprise to make, prescribe, and sell untested, unproven weight-loss drugs that risk patient safety and drive patients away from proven, tested medicines—all through a web of entities that Mochi Health and its owners control.

2. Defendants' scheme centers around tirzepatide, the active ingredient in Plaintiff Eli Lilly and Company's ("Lilly") MOUNJARO® and ZEPBOUND®. FDA approved MOUNJARO® and ZEPBOUND®, after nearly a decade of development, to treat type 2 diabetes and help certain adults with weight management and obstructive sleep apnea, respectively. Lilly's medicines have undergone 37 clinical trials and are the only FDA-approved tirzepatide medicines.

3. Mochi Health sells knockoff compounded tirzepatide drugs, currently tirzepatide compounded with the additives glycine, niacinamide, and pyridoxine. Compounded drugs are not approved by regulators, have not been clinically studied, and are riskier than FDA-approved medicines. Mochi Health's sale of untested, unproven tirzepatide is divorced from good medicine and patient health.

4. Myra Ahmad, Mochi Health's founder and CEO, serves as the face of Mochi Health, claiming that her motivation for founding the company was grounded in her experience "as a doctor" and touting her business as "developed by doctors." In reality, Ms. Ahmad is not a licensed physician in any state. The same is true for Mochi Health's other owner, Abraham Chaibi—a non-physician who is Ms. Ahmad's husband.

5. Both Ms. Ahmad and Mr. Chaibi are entangled in and exercise control over multiple entities that touch Mochi Health's knock-off tirzepatide drug—from importing drugs from China to prescribing and dispensing them to Mochi Health's patients:

- Ms. Ahmad is the CEO and co-founder of Mochi Health—the telehealth platform that attracts patients—and she and Mr. Chaibi own it.
- Mochi Health refers patients to Defendant Mochi Medical, P.A. and Defendant Mochi Medical CA, P.C. (collectively, "Mochi Medical"). Ms. Ahmad has identified herself as CEO of Mochi Medical, P.A., and Rana Ahmad (who, upon information and belief, is Ms. Ahmad's father), is the appointed director of Mochi Medical CA, P.C.
- Until recently when the Washington Board of Health shut it down, Defendant Aequita Pharmacy, LLC supplied Mochi Health's patients with compounded tirzepatide. Mr. Chaibi owns Defendant Aequita Corporation, which in turn owns Defendant Aequita Pharmacy, LLC (collectively, the "Aequita Defendants"). Aequita Corporation currently shares an address with Aequita Pharmacy,

LLC, and previously listed as its address the same location identified for Ms. Ahmad's "Active" National Provider Identifier.

- Upon information and belief, USA Distribution LLC imports weight loss drugs to Aequita Pharmacy from China. Ms. Ahmad is the Governor of USA Distribution LLC.

6. Through their conduct related to compounded tirzepatide, Defendants violate California state law and the Lanham Act in multiple ways—including through the improper corporate and unlicensed practice of medicine, unfair competition, and false advertising.

7. California law requires that medical decisions be made by doctors and, as a result, restricts unlicensed individuals and corporations from engaging in the practice of medicine, including through exercising undue control over physicians' medical practices. Despite this, Mochi Health and its unlicensed owners exercise undue influence and control over, among other things, the prescribing decisions of physicians at Mochi Medical—and, as a result, engage in, and aid and abet, the unlawful corporate practice of medicine.

8. Over the span of just eight months, Mochi Health switched dosages and prescriptions for patients en masse at least five times—with corporate interests, rather than doctor decision-making—driving the changes. In August 2024, Mochi Health changed prescriptions for its customers, changing all prescriptions from tirzepatide mixed with an additive called niacinamide to tirzepatide mixed with an additive called pyridoxine. Just three months later, in November 2024, Mochi Health announced it was unilaterally moving patients to a different compounding pharmacy—Aequita Pharmacy. This shift came with two changes in drugs for patients. Mochi Health switched patients back to tirzepatide compounded with niacinamide. Mochi Health also unilaterally changed tirzepatide doses from those similar to Lilly's FDA-approved dose strengths to non-standard doses that have never been studied. For instance, patients previously prescribed a 10 mg dose of tirzepatide automatically transitioned to an 8.8 mg dose. Months later—when the Washington Pharmacy Quality Assurance Commission ("WPQAC") issued a Limited Stop Service to Aequita Pharmacy in March 2025—Mochi Health made another global change, switching its patients back to tirzepatide doses similar to Lilly's. A month later, in April 2025, Mochi Health again changed drugs for patients, this time swapping patients' prescriptions to tirzepatide with different additives of glycine, niacinamide, or pyridoxine.

9. There was no patient-specific or medical reason to make these unilateral alterations to patient doses and formulations en masse—at least five times in just eight months. Rather, Mochi Health's reason for the change was its business's bottom line and the mistaken belief that its alterations would allow it to continue selling—and making money from—knockoff tirzepatide.

10. Underscoring that these prescription changes are not patient-driven medical decisions, but rather were unduly influenced by corporate interests, Mochi Health repeatedly assured customers leading up to the switch to the tirzepatide/niacinamide combination in November 2024 that adding niacinamide was "not clinically significant."[1]

11. Mochi Health's manipulation of patient prescriptions is only one component of its unlawful enterprise. Mochi Health unfairly competes and deceives patients to buy its knockoff drugs in the first place. Mochi Health draws patients into its website by stating it sells Lilly's MOUNJARO® and ZEPBOUND®, prominently features an image of a Lilly-branded MOUNJARO® injection pen, and repeatedly suggests the treatment prescribed by Mochi Health-affiliated doctors is Lilly's own MOUNJARO® or ZEPBOUND®. In reality, upon information and belief, the vast majority of patients on the Mochi Health platform ***do not*** actually receive Lilly's genuine medicines—and instead are prescribed mass compounded tirzepatide.

12. And Mochi Health's social media advertisements falsely tout the safety and effectiveness of Mochi Health's knockoff drug. Mochi Health says it sells the "[b]est weight loss treatment of 2025."[2] In reality, the WPQAC ordered Aequita Pharmacy to halt production due to "deficient practices," including "allowing untrained and unqualified staff to perform sterile compounding, not properly supervising staff, and not adhering to sterile compounding procedures designed to ensure product integrity and patient safety."[3] For its part, FDA has warned that compounded drugs "do not have the same safety, quality, and effectiveness assurances as approved drugs" and that "[u]nnecessary use of compounded

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[1] JoinMochi-Info, *Tirzepatide + Niacinamide (Mochi)*, REDDIT (Oct. 7, 2024), https://www.reddit.com/r/tirzepatidecompound/comments/1fyncks/tirzepatide_niacinamide_mochi/.

[2] Facebook advertisement (Apr. 7, 2025).

[3] Washington State Dep't of Health, *Pharmacy Quality Assurance Commission issues Limited Stop Service on license of pharmacy* (Mar. 13, 2025), https://doh.wa.gov/newsroom/pharmacy-quality-assurance-commission-issues-limited-stop-service-license-pharmacy.

drugs . . . exposes patients to potentially serious health risks."[4] And 38 state and territory Attorneys General and State Drug Task Forces, as well as numerous patient and consumer groups, have all warned the public about the dangers of these unsafe and unapproved products.

13. Lilly brings this action under California state law and the Lanham Act to stop Mochi Health's improper corporate practice of medicine, unfair competition, deception, and false advertising, and Mochi Health's conspiracy with Mochi Medical and the Aequita Defendants, all of which endangers patient safety.

THE PARTIES

14. Plaintiff Eli Lilly and Company is a corporation organized and existing under the laws of Indiana and has its principal place of business in Indiana.

15. Defendant Mochi Health Corp. is a Delaware corporation with a principal place of business at 161 Natoma St., San Francisco, CA 94105. Myra Ahmad, Mochi's CEO, and her husband Abraham Chaibi both own Mochi Health Corp.[5]

16. Defendant Mochi Medical CA, P.C. is a California professional corporation with its principal place of business at 161 Natoma St., San Francisco, CA 94105, the same address as Mochi Health.

17. Defendant Mochi Medical P.A. is a Florida professional corporation with its principal place of business at 161 Natoma St., San Francisco, CA 94105, the same address as Mochi Health.

18. Defendant Aequita Pharmacy LLC is a limited liability company organized under the laws of Washington with its principal place of business at 12825 NE 126th Pl, Kirkland, WA 98034. Aequita Pharmacy has registered as an Out-of-State Limited Liability Company with the California Secretary of State.

[4] FDA, Compounding and the FDA: Questions and Answers (June 29, 2022), https://web.archive.org/web/20240803214713/https://www.fda.gov/drugs/human-drug-compounding/compounding-and-fda-questions-and-answers.

[5] Washington State Dep't of Revenue, *Business Lookup*, https://secure.dor.wa.gov/gteunauth/_/ (click "Business Lookup," then enter "605-418-033" in the UBI/Account ID # field) (last visited Apr. 14, 2025).

19. Defendant Aequita Corporation is a Delaware corporation with a principal address of 1 Bluxome St., San Francisco, CA 94107.[6] Aequita Corporation has also identified its address as 12825 NE 126th Pl, Kirkland, WA, 98034, the same address as Aequita Pharmacy LLC. Abraham Chaibi is an owner and the president of Aequita Corporation. Aequita Corporation's other owner,[7] Aequita Semiworks, lists Mr. Chaibi as its CEO, and shares an address with Ms. Ahmad's NPI address.[8]

JURISDICTION AND VENUE

20. The Court has subject matter jurisdiction over the Lanham Act cause of action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. § 1331. The Court has supplemental jurisdiction over the state law causes of action pleaded herein pursuant to 28 U.S.C. § 1367(a), as they are part of the same case or controversy as the federal claim. Additionally, and in the alternative, this Court has subject matter jurisdiction on diversity grounds pursuant to 28 U.S.C. § 1332, as the parties are citizens of different states and the matter in controversy exceeds $75,000.

21. Mochi Health and Mochi Medical are subject to personal jurisdiction in California because each has a principal place of business located in the State of California where each recruits and employs California residents,[9] and because they have purposefully availed themselves of the privilege of conducting business in California, including by operating and conducting business in California. Mochi Medical CA, P.C. is also subject to personal jurisdiction in California because it is incorporated in the State of California.

22. Aequita Corporation is subject to personal jurisdiction in this District because it has identified its principal address as located in San Francisco, CA, including in filings under penalty of perjury with the North Dakota Secretary of State, and has purposefully availed itself of the privilege of conducting business in California, including by operating and conducting business in California.

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[6] North Dakota Sec'y of State, *Business Search*, https://firststop.sos.nd.gov/search/business (enter "0006854716" in the search field) (last visited Apr. 14, 2025).

[7] Washington State Dep't of Revenue, *Business Lookup*, https://secure.dor.wa.gov/gteunauth/_/ (click "Business Lookup," then enter "605-221-989" in the UBI/Account ID # field) (last accessed on Apr. 11, 2025).

[8] *Annual Franchise Tax Report of Aequita Semiworks, Inc.*, Del. Div. of Corps. (2024).

[9] *See Mochi Health*, LINKEDIN, https://www.linkedin.com/company/mochihealth/posts (last visited Apr. 14, 2025); *Physician – Obesity Medicine*, SIMPLYHIRED, https://www.simplyhired.com/job/9kDg-_Lyuv_HtGLoQBpSWu8g4JVJRp7HztH_EBL73HSqkPM85IDTRw (last visited Apr. 14, 2025).

23. Aequita Pharmacy LLC is subject to personal jurisdiction in this District because it has purposefully availed itself of the privilege of conducting business in California, including by operating and conducting business in California and registering as an Out-of-State Limited Liability Company with the California Secretary of State. In addition, Aequita Corporation and Aequita Pharmacy share the same office address and office space at 12825 NE 126th Pl, Kirkland, WA 98034, and function as a single enterprise.

24. Aequita Pharmacy is also subject to personal jurisdiction in California because it has purposefully availed itself of the privilege of conducting business in California, recruiting California residents for employment with Aequita Pharmacy via listings on Mochi Health's job board.[10] Further, in its website's terms and conditions, Aequita Pharmacy anticipates that California residents would use its services.[11] Aequita Pharmacy has also conspired with the remaining Defendants to commit the misconduct detailed herein.

25. Aequita Corporation's purposeful availment of the privileges of conducting business in California, thus invoking the benefits and protections California's laws—including by operating from its principal address and headquarters in California—subjects it and Aequita Pharmacy to specific jurisdiction in this Court. This Court's exercise of jurisdiction comports with due process under the Fourteenth Amendment and California's long-arm statute (Cal. Civ. Proc. Code § 410.10).

26. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (d) because a substantial part of the events or omissions giving rise to the claim occurred in this District and because Defendants' contacts would be sufficient to subject them to personal jurisdiction in this District if the District were a separate State.

DIVISIONAL ASSIGNMENT

27. Pursuant to Civil L.R. 3-2(c), this case arises in the County of San Francisco, as a substantial part of the events or omissions giving rise to the claims occurred in the County of San

[10] *See* Mochi Health, *Current openings at Mochi Health*, https://web.archive.org/web/20250119041834/https://job-boards.greenhouse.io/mochihealth?error=true (capture of web page on Jan. 19, 2025).

[11] *See* Aequita Pharmacy, *"Terms & Conditions*," https://www.aequitapharmacy.com/terms-conditions (last visited Apr. 14, 2025).

Francisco. For example, Mochi Health and Mochi Medical list principal places of business in the County of San Francisco, through which they prescribe and sell untested, unapproved drugs from the Aequita Defendants, which also list principal places of business in the County of San Francisco.

FACT ALLEGATIONS

I. LILLY'S TIRZEPATIDE INJECTABLE MEDICINES

A. Lilly's Long History of Developing and Manufacturing Safe and Effective Medicines

28. Lilly is an international medicine company and pharmaceutical manufacturer. Throughout its nearly 150-year existence, Lilly has pioneered countless life-changing discoveries. Today, Lilly's medicines help tens of millions of patients across the globe.

29. Lilly manufactures its medicines under strict controls in state-of-the-art facilities, which employ thousands of highly specialized personnel to ensure that Lilly's medicines meet its rigorous quality and safety standards. Transforming active pharmaceutical ingredients, or API, into medicine is a complex, methodical, and science-based process. Lilly follows Current Good Manufacturing Practices ("cGMP") across the design, monitoring, and control of manufacturing processes and facilities—from establishing robust quality management systems to obtaining quality raw materials and detecting and investigating product quality deviations. Each step—from chemical synthesis of the API to formulation, device assembly, and packaging—requires extensive testing and controls and specialized equipment.

30. Lilly develops and manufactures its medicines in compliance with FDA oversight, the international gold standard for pharmaceuticals. It includes rigorous pre-approval testing for safety and effectiveness under specific conditions for use, routine FDA inspections of manufacturing facilities, adverse event reporting obligations, and post-market surveillance and studies. Additionally, Lilly's medicines must be, and always are, accompanied by important labels, instructions, and warnings, which themselves are approved by FDA.

B. The Clinical Trial Process Necessary to Safely Bring Medicines to Market

31. Before a new prescription medication can be brought to market, it must be clinically tested through a rigorous series of studies designed to determine whether the medication is safe and effective for people to use and to receive FDA approval.

32. FDA approval is famously hard to earn. More than 90% of drug candidates ultimately fail.[12] It is also an enormously costly and time-intensive process. "On average, it takes 10–15 years and costs $2.6 billion to develop one new medicine."[13]

33. To begin, drug sponsors first subject the drug candidate to preclinical testing to determine if the product is reasonably safe for initial use in humans and if the drug candidate exhibits pharmacological activity that justifies commercial development. Based on the data derived from preclinical testing, the drug sponsor is permitted to move the drug candidate into the clinical trial stage, in which it is tested in human subjects through a series of increasingly complex phases of studies, typically culminating in double-blind, multi-center, placebo-controlled clinical trials.

34. Phase I clinical trials typically evaluate the drug candidate's safety and generate data that will inform a range of doses that are safe for use in further clinical testing. This determination typically culls a large portion of drug candidates—for example, averaging across diseases, only 52% of drug candidates that make it through Phase I testing will progress to Phase II.[14]

35. Phase II trials are typically designed to preliminarily establish the effectiveness in addition to further confirming safety of the drug for a particular indication over a range of doses and to develop additional data on its safety. Another swath of drug candidates is eliminated in Phase II; drug candidates for various diseases that make it through Phase II only progress to Phase III at rates between 15% and 48.1% depending on disease type.[15] Phase III trials are designed to confirm the safety and effectiveness of a dose identified in Phase II trials in a much larger patient population as well as to monitor side effects.

36. Based on the data assembled during development in Phase I, Phase II, and Phase III clinical trials, a sponsor company can then submit a marketing application to FDA called a New Drug Application, where the sponsor requests that FDA approve the drug candidate for sale and marketing in the United States. The sponsor must detail every ingredient and component in its application to FDA.

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[12] Biotechnology Innovation Organization, *Clinical Development Success Rates and Contributing Factors 2011-2020* at 3 (Feb. 2021), https://tinyurl.com/bp5mb3xy (hereinafter "BIO 2021").

[13] PhRMA, *Research and Development Policy Framework* (Sept. 2024), https://tinyurl.com/5eecdtm9.

[14] BIO 2021 at 7.

[15] *Id*.

37. Once approved for manufacture and distribution, FDA conducts inspections to monitor compliance with cGMP and reviews the drug's labeling to ensure appropriate disclosure of side effects, warnings, and contraindications. FDA also requires manufacturers to track and trace each finished product, to promptly report all adverse events, and to conduct further post-approval studies. All of this is to ensure that—in FDA's words—"American consumers benefit from having access to the safest and most advanced pharmaceutical system in the world."[16]

C. MOUNJARO® and ZEPBOUND®

38. FDA approved MOUNJARO® and ZEPBOUND® pursuant to Lilly's marketing application, which was the culmination of the lengthy and expensive clinical trial process described above that is designed to develop, study, and bring safe medicines to patients.

39. MOUNJARO® and ZEPBOUND® were approved after nearly a decade of development and have undergone testing in 37 clinical trials. They are two groundbreaking medicines containing a macromolecule Lilly discovered called tirzepatide. Tirzepatide targets patients' GLP-1 (glucagon-like peptide-1) and GIP (glucose-dependent insulinotropic polypeptide) receptors. Tirzepatide activates both receptors to improve blood sugar control and reduce appetite and food intake.

40. Both medicines meet critical patient needs. MOUNJARO® is FDA-approved to treat type-2 diabetes, and ZEPBOUND® is approved to treat chronic weight management and obstructive sleep apnea in certain adults. Today, Lilly manufactures, markets, and sells MOUNJARO® and ZEPBOUND® throughout the United States, among other places.

41. MOUNJARO® and ZEPBOUND® are the only FDA-approved medicines containing tirzepatide in the United States. Lilly's tirzepatide medicines are injectables; they are administered via under-the-skin injections. FDA has not approved, and Lilly does not sell, any tirzepatide product with additives like niacinamide, glycine, or pyridoxine.

II. DRUG COMPOUNDING

42. Compounding is a "practice in which a licensed pharmacist, a licensed physician or, in the case of an outsourcing facility, a person under the supervision of a licensed pharmacist, combines, mixes

[16] FDA, *Development & Approval Process* (Aug. 8, 2022), https://www.fda.gov/drugs/development-approval-process-drugs.

or alters ingredients of a drug to create a medication tailored to the needs of an individual patient."[17] For example, if an individual patient is allergic to an ingredient in an FDA-approved medicine, a compounding pharmacy could produce a version of that medication that does not contain the allergen.

43. As FDA itself makes clear, "[c]ompounded drugs are not FDA-approved."[18] This means FDA does not review compounded drugs to evaluate their safety, effectiveness, or quality before they reach patients. Specifically, unlike FDA-approved medications, many compounded drugs are not clinically tested and are not reviewed or approved by FDA for safety and effectiveness. Further, many compounders are not subject to labeling requirements and need not comply with Current Good Manufacturing Practice regulations. Additionally, their facilities are not subject to inspections by regulatory authorities, and they have no reporting requirements for adverse events.

44. For these reasons, FDA has warned that "[c]ompounded drugs . . . do not have the same safety, quality, and effectiveness assurances as approved drugs. Unnecessary use of compounded drugs . . . exposes patients to potentially serious health risks."[19] Indeed, FDA recently reiterated that compounded drugs that purport to contain tirzepatide "have not undergone FDA premarket review for safety, effectiveness, and quality, and lack a premarket inspection and finding of manufacturing quality that is part of the drug approval process."[20] Moreover, compounded drugs prepared at state-licensed pharmacies "are not subject to CGMP requirements and are subject to less robust production standards that provide less assurance of quality."[21]

45. As compounding of tirzepatide became more prevalent, government agencies have warned the public as to the risks of such products. For instance, in July 2024, FDA sent a letter to compounding advocacy organizations warning that it has received "reports describing patients who experienced adverse

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[17] FDA, *Human Drug Compounding* (Dec. 18, 2024), https://www.fda.gov/drugs/guidance-compliance-regulatory-information/human-drug-compounding.

[18] FDA, *Compounding and the FDA: Questions and Answers* (Nov. 15, 2024), https://www.fda.gov/drugs/human-drug-compounding/compounding-and-fda-questions-and-answers.

[19] FDA, *Compounding and the FDA: Questions and Answers* (June 29, 2022), https://web.archive.org/web/20220702213650/https://www.fda.gov/drugs/human-drug-compounding/compounding-and-fda-questions-and-answers.

[20] Letter from Center for Drug Evaluation and Rsch., at 10 (Dec. 19, 2024), https://www.fda.gov/media/184606/download.

[21] *Id*.

events following the administration of compounded . . . tirzepatide."[22] Further, an October 2024 FDA statement warned of "multiple reports of adverse events, some requiring hospitalization, that may be related to dosing errors."[23]

46. Leading organizations, state governments, and foreign governments have also expressed concern. Thirty-eight state and territory Attorneys General and State Drug Task Forces have all warned the public about the dangers of these unsafe and unapproved products, including compounders using "non-sterile ingredients" and taking "no steps to sterilize them."[24] The Obesity Society, Obesity Action Coalition, and Obesity Medicine Association issued a joint statement regarding compounded GLP-1 medications, stating, "[u]nfortunately, many of the available alternatives [to GLP-1 therapies], like compounded versions of semaglutide and tirzepatide, are not what they are advertised to be."[25] The Pediatric Endocrine Society has also advised that "[c]linicians and patients [] should exercise caution when exploring options for non-brand name medications, particularly avoiding the use of non-FDA approved medications and those that come from non-FDA-approved compounding pharmacies."[26] Similarly, the JAMA Health Forum published a study finding that most websites selling compounded anti-obesity medications exclude important safety information and mislead consumers about the safety and effectiveness of their products.[27] Other patient and consumer groups have issued similar warnings, including the National Consumers League and the American Diabetes Association, which recommended

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[22] Letter from Shannon Glueck, Branch Chief, FDA Compounding Branch 4, to Philip Dickison, CEO, Nat'l Council of State Boards of Nursing, (July 16, 2024), https://www.pa.gov/content/dam/copapwp-pagov/en/dos/department-and-offices/bpoa/nursing/fda-safety-alert.pdf.

[23] FDA, *FDA's Concerns with Unapproved GLP-1 Drugs Used for Weight Loss* (Mar. 17, 2025), https://www.fda.gov/drugs/postmarket-drug-safety-information-patients-and-providers/fdas-concerns-unapproved-glp-1-drugs-used-weight-loss.

[24] Nat'l Ass'n of Attorneys Gen., *State and Territory Attorneys General Urge FDA to Take Action Against Counterfeit and Illegally Sold GLP-1 Drugs* (Feb. 19, 2025), https://www.naag.org/policy-letter/state-and-territory-attorneys-general-urge-fda-to-take-action-against-counterfeit-and-illegally-sold-glp-1-drugs/; FDA, *FDA warns patients and health care professionals not to use compounded drugs from Fullerton Wellness* (Nov. 1, 2024), https://www.fda.gov/drugs/drug-safety-and-availability/fda-warns-patients-and-health-care-professionals-not-use-compounded-drugs-fullerton-wellness.

[25] Obesity Med. Ass'n, *Leading Obesity Expert Organizations Release Statement to Patients on Compounded GLP-1 Alternatives* (Jan. 8, 2024), https://obesitymedicine.org/blog/leading-obesity-expert-organizations-release-statement-to-patients-on-glp-1-compounded-alternatives/.

[26] Pediatric Endocrine Soc'y, *Statement on use of compounded semaglutide and other GLP-1 receptor agonists* (Jan. 16, 2024), https://pedsendo.org/drug-shortages/statement-on-use-of-compounded-semaglutide-and-other-glp-1-receptor-agonists/.

[27] Ashwin Chetty et al., *Online Advertising of Compounded Glucagon-Like Peptide-1 Receptor Agonists*, JAMA Health Forum (Jan 17, 2025). Available at https://jamanetwork.com/journals/jama-health-forum/fullarticle/2829225.

that patients avoid compounded products "due to uncertainty about their content, safety, quality, and effectiveness."[28]

47. The issue of unsafe compounded drugs purporting to contain tirzepatide has also received international attention. Australia recently banned the development and sale of compounded anti-obesity medications due to "increasing community concern" and "increasing reports of patients coming to harm from" compounded weight loss drugs.[29] The ban—effective October 2024—targets compounded drugs that are "being misrepresented and sold as replica [] Mounjaro®."[30] As Mark Butler, Australia's Minister for Health, said, "Australians should be able to have faith in the medications they use, including compounded medicines," and the ban "will protect Australians from harm and save lives."[31] Likewise, the South African government has proposed prohibiting the development of compounded GLP-1s. South Africa's regulatory authority has "noted with concern the number of compounded, substandard and/or falsified versions" of tirzepatide products being sold to the public since "[t]he complexity of compounding GLP1 agonists, which are sterile medicines containing complex active substances[,] poses a public health and safety risk."[32]

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[28] Nat'l Consumers League, *NCL urges the public to heed warnings about unregulated versions of GLP-1 weight loss drugs* (Feb. 4, 2025), https://nclnet.org/the-national-consumers-league-urges-the-public-to-heed-warnings-about-unregulated-versions-of-glp-1-weight-loss-drugs/; American Diabetes Ass'n, *The American Diabetes Association Announces Statement on Compounded Incretin Products* (Dec. 2, 2024), https://diabetes.org/newsroom/press-releases/american-diabetes-association-announces-statement-compounded-incretin#:~:text=The%20statement%20recommends%20against%20using,safety%2C%20quality%2C%20and%20effectiveness.

[29] Dep't of Health and Aged Care, *Protecting Australians form unsafe compounding of replica weight loss products* (May 22, 2024), https://www.health.gov.au/ministers/the-hon-mark-butler-mp/media/protecting-australians-from-unsafe-compounding-of-replica-weight-loss-products.

[30] *Id.*

[31] *Id.*

[32] S. Afr. Health Products Regul. Auth., *SAHPRA's Position on GLP1 and GIP-GLP1 Products That Are Compounded, Substandard And Falsified* (Nov. 8, 2024), https://www.sahpra.org.za/news-and-updates/sahpras-position-on-glp1-and-gip-glp1-products-that-are-compounded-substandard-and-falsifiedas/.

III. DEFENDANTS' PRODUCTION AND SALE OF KNOCKOFF TIRZEPATIDE

A. Myra Ahmad and Abraham Chaibi, Neither of Whom Is a Licensed Physician, Own or Are Entangled with All Defendants and Related Entities

48. Mochi Health is a telehealth corporation that claims it matches patients with physicians at a variety of "affiliated medical services providers," who then prescribe weight loss medications advertised on Mochi Health's website, including untested and unapproved compounded tirzepatide.[33]

49. Myra Ahmad is Mochi Health's Co-Founder and CEO. Upon information and belief, Ms. Ahmad is married to Abraham Chaibi.[34] Mr. Chaibi is also an owner of Mochi Health.

50. Ms. Ahmad states that her motivation for founding Mochi Health was grounded in her experience "as a doctor" and touts her business as "[d]eveloped by doctors."[35]

51. Ms. Ahmad further refers to her background "as a physician"[36] in interviews, including a webcast with over 13,000 subscribers, and provided no correction to interviewer statements that "Dr. Myra is a doctor," instead nodding affirmatively.[37]

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[33] Mochi Health, *Mochi - Terms of Use*, (Sep. 10, 2024), https://app.joinmochi.com/terms.

[34] Khaos Entertainment, *Myra Ahmad & Abrahim Chaibi Married December 21, 2019 at The Banff Springs Hotel. A magical multicultural wedding after a massive snowfall!!*, FACEBOOK (Dec. 22, 2019) https://www.facebook.com/watch/?v=668895403645110.

[35] Mochi Health, *Mochi - About*, https://joinmochi.com/about (last visited Apr. 14, 2025).

[36] DOWNSIZED, *Exclusive Interview Dr Myra – The CEO & Founder of Mochi Health Speaks Out!*, YOUTUBE (Feb. 28, 2025) https://youtu.be/XknghozB0mc?si=42iJvkHo8bRAu09Z&t=56.

[37] *Id.*

52. In reality, Ms. Ahmad is not licensed to practice medicine in any state, including California. Holding herself out as a doctor violates Cal. Bus. & Prof. Code §§ 2052 and 2054.[38] Her husband, Mr. Chaibi, likewise is not licensed to practice medicine in any state.

53. Nevertheless, Ms. Ahmad and Mr. Chaibi, through Mochi Health and related entities, directly and indirectly control and exert undue influence over prescribing decisions for Mochi Health patients.

54. In fact, through Mochi Health, Ms. Ahmad and Mr. Chaibi exert undue control or influence over each of the Defendants and affiliated entities, with at least one of a trio of family members—Ms. Ahmad, Mr. Chaibi, and Rana Ahmad—listed in past or present corporate filings of each and every Defendant and other additional affiliated entities as well.

55. ***Mochi Health***: Mochi Health's Washington registration lists Ms. Ahmad and Mr. Chaibi as "governors" and Rana Ahmad as its registered agent.[39] Mochi Health is funded by Dexterity Capital.[40] Abraham Chaibi is a co-founder of Dexterity Capital.[41]

56. ***Mochi Medical***: Ms. Ahmad's father, Rana Ahmad, is the director of Mochi Medical which comprises Mochi Health's "affiliated medical services providers."[42] Mochi Medical, P.A.'s corporate filings have previously identified Ms. Ahmad as Director and CEO of Mochi Medical, P.A.,

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[38] Cal. Bus. & Prof. Code §§ 2052 and 2054 ("any person who practices or attempts to practice, or who advertises or holds himself or herself out as practicing, any system or mode of treating the sick or afflicted in this state, or who diagnoses, treats, operates for, or prescribes for any ailment, blemish, deformity, disease, disfigurement, disorder, injury, or other physical or mental condition of any person, without having at the time of so doing a valid, unrevoked, or unsuspended certificate as provided in this chapter or without being authorized to perform the act pursuant to a certificate obtained in accordance with some other provision of law is guilty of a public offense"); ("Any person who uses in any sign, business card, or letterhead, or, in an advertisement, the words 'doctor' or 'physician,' the letters or prefix 'Dr.,' the initials 'M.D.,' or any other terms or letters indicating or implying that he or she is a physician and surgeon, physician, surgeon, or practitioner under the terms of this or any other law, or that he or she is entitled to practice hereunder, or who represents or holds himself or herself out as a physician and surgeon, physician, surgeon, or practitioner under the terms of this or any other law, without having at the time of so doing a valid, unrevoked, and unsuspended certificate as a physician and surgeon under this chapter, is guilty of a misdemeanor."). Upon information and belief, Ms. Ahmad does not fall within any applicable exceptions to this section.

[39] Washington Sec'y of State, *Annual Report of Mochi Health Corp.* (2025).

[40] The Founder Story, *Myrah Ahmad, Co-Founder of Mochi Health Talks About Building A Telehealth Company,* SPOTIFY (Jul. 27, 2022), https://open.spotify.com/episode/3q3PlAApJPmHTL8IOHQfk6 at 2:55.

[41] Decential, *'Kind of free money' in the 2017 Crypto Mayhem Set Dexterity Capital on Path to High-Speed Trading* (Mar. 8, 2022), https://www.decential.io/articles/kind-of-free-money-in-the-2017-crypto-mayhem-set-dexterity-capital-on-path-to-high-speed-trading.

[42] Mochi Health, *Mochi - Terms of Use*, (Sep. 10, 2024), https://app.joinmochi.com/terms.

under penalty of perjury.[43] Mochi Health,[44] Mochi Medical, P.A.,[45] and Mochi Medical CA, P.C.[46] share an address at 161 Natoma Street, San Francisco, CA 94105. Rana Ahmad has registered Mochi Medical, P.A. with his Mochi Health email address.[47]

57. ***Aequita Defendants***: Mr. Chaibi is the CEO, Director, President, Secretary, and Treasurer of Aequita Corporation, which holds an ownership interest in Aequita Pharmacy.[48] Until recently (when it was shut down), Aequita Pharmacy fulfilled prescriptions from Mochi Medical. Aequita Pharmacy is owned by and shares an address with Aequita Corporation at 12825 NE 126th Pl, Kirkland, WA, 98034. Additionally, one of Defendants' office buildings at 12531 131st Ct NE, Kirkland, WA 98034, in the same Totem Valley Business Center as the Aequita Defendants' primary address, is labeled "Mochi."[49]

58. Aequita Corporation has two owners: Mr. Chaibi[50] and Aequita Semiworks.[51] Aequita Semiworks lists Mr. Chaibi as its CEO and shares an address with Ms. Ahmad's "Active" National Provider Identifier (NPI).[52]

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[43] Florida Sec'y of State, *Florida Profit Corporation Annual Report* (2023), https://search.sunbiz.org/Inquiry/CorporationSearch/GetDocument?aggregateId=domp-p22000044605-2bfd1531-811d-42e0-b969-46b697f7426f&transactionId=p22000044605-7cedff0c-106d-4291-9946-53689adfd671&formatType=PDF.

[44] Washington Sec'y of State, *Annual Report of Mochi Health Corp.* (2025).

[45] Florida Sec'y of State, *Florida Profit Corporation Annual Report* (2024), https://search.sunbiz.org/Inquiry/CorporationSearch/GetDocument?aggregateId=domp-p22000044605-2bfd1531-811d-42e0-b969-46b697f7426f&transactionId=p22000044605-77e201fc-e0ba-4717-82b4-76960a0f22d8&formatType=PDF.

[46] California Sec'y of State, *Statement of Information for Mochi Medical CA, P.C.* (Filed Mar. 22, 2024).

[47] Vermont Sec'y of State, *Annual Report of Mochi Medical, P.A.* (2025).

[48] Washington State Dep't of Health, *Facility Search*, Aequita Pharmacy , https://fortress.wa.gov/doh/facilitysearch/ (License Number 61640636) (last visited Apr. 14, 2025).

[49] *12531 131st Ct NE* , GOOGLE MAPS, https://www.google.com/maps/@47.7133373,-122.1659703,3a,61.8y,252.74h,78.56t/data=!3m7!1e1!3m5!1sPvp7rq4-Q5Mh2AY4Xqz7ow!2e0!6shttps:%2F%2Fstreetviewpixels-pa.googleapis.com%2Fv1%2Fthumbnail%3Fcb_client%3Dmaps_sv.tactile%26w%3D900%26h%3D600%26pitch%3D11.436519857575519%26panoid%3DPvp7rq4-Q5Mh2AY4Xqz7ow%26yaw%3D252.7432753569902!7i16384!8i8192?entry=ttu&g_ep=EgoyMDI1MDQwNi4wIKXMDSoASAFQAw%3D%3D (Last visited Apr. 14, 2025); Alaska Dep't of Commerce, *Aequita Corporation Certificate of Authority* (filed Oct. 28, 2024).

[50] Alaska Dep't of Commerce, *Aequita Corporation Certificate of Authority* (filed Oct. 28, 2024).

[51] Washington State Dep't of Revenue, Business Lookup, https://secure.dor.wa.gov/gteunauth/_/ (click "Business Lookup," then enter "605-221-989" in the UBI/Account ID # field) (last visited Apr. 14, 2025).

[52] Delaware Div. of Corps., *Annual Franchise Tax Report of Aequita Semiworks Inc.* (2024).

59. Aequita Corporation previously listed its principal address at 2131 S. Crestline St, Spokane, WA 99203—the same address listed for Ms. Ahmad's NPI.[53] Rana Ahmad lists his own address as 2131 S Crestline St, Spokane, WA, 99203 in Mochi Health's Washington Annual Report.[54] Aequita Corporation's principal address of 1 Bluxome St., San Francisco, CA 94107 is the same address that Mochi Health listed as its business address in its initial California filing.[55] Furthermore, Aequita Corporation's other owner,[56] Aequita Semiworks, lists Mr. Chaibi as its CEO, and shares an address with Ms. Ahmad's NPI address.[57]

60. Mr. Chaibi uses an email address from one of his other entities, Aequita Bioworks, on corporate filings for Aequita Corporation. For instance, Mr. Chaibi submitted a Certificate of Authority to the Vermont Secretary of State in November 2024 for Aequita Corporation that identified its "Business Email' as kate@aequitabioworks.com,[58] and Aequita Corporation's filings in Montana use the same email address.[59]

61. ***USA Distribution LLC***: Myra Ahmad is registered as governor of USA Distribution LLC, a Washington corporation with an address of 12912 NE 125th Way # A228, Kirkland, WA 98034, the same Totem Valley Business Center where Aequita is based.[60] As elaborated below, upon information and belief, USA Distribution LLC imports active pharmaceutical ingredients for Aequita Pharmacy, shipped from China to Aequita's address at 12825 NE 126th Pl, Kirkland, WA, 98034.

62. Collectively, Defendants work to attract patients who are interested in being prescribed Lilly's FDA-approved medicines by advertising these drugs on Mochi Health's website and then overwhelmingly steer patients to unapproved, compounded knockoffs, including those imported by Ms.

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[53] NPPES NPI Registry, *Provider Information for 1780382622*, https://npiregistry.cms.hhs.gov/provider-view/1780382622 (last visited Apr. 14, 2025).

[54] Washington Sec'y of State, *Annual Report of Mochi Health Corp.* (2025).

[55] California Sec'y of State, *Signed Statement and Designation by Foreign Corporation* (Filed Feb. 16, 2022), https://bizfileonline.sos.ca.gov/api/report/GetImageByNum/091114108112159128024249094106092080213141026017.

[56] Washington State Dep't of Revenue, *Business Lookup*, https://secure.dor.wa.gov/gteunauth/_/ (click "Business Lookup," then enter "605-221-989" in the UBI/Account ID # field) (last visited Apr. 11, 2025).

[57] *Annual Franchise Tax Report of Aequita Semiworks, Inc.*, Del. Div. of Corps. (2024).

[58] Vermont Sec'y of State, *Certificate of Authority to Aequita Corporation* (filed Nov. 12, 2024).

[59] State of Montana Sec'y of State, *Foreign Registration Statement for Foreign Profit Corporation* (filed Oct. 22, 2024).

[60] Washington Sec'y of State, *Initial Report* (filed Jul. 12, 2024).

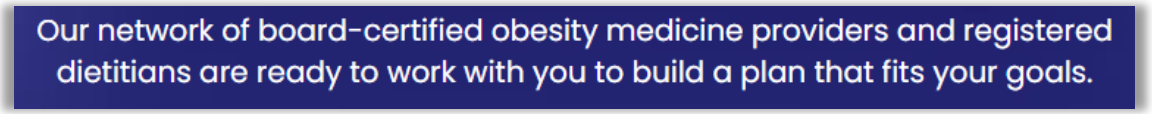
Ahmad's USA Distribution LLC, prescribed by Mochi and Mochi Medical, and dispensed by the Aequita Defendants, enriching Defendants and their related entities in the process.

63. Upon information and belief, Mochi Health and its principals also target patients interested in other popular medications for hormone replacement and fertility through other affiliated businesses, Miso (hormone replacement therapy)[61] and Taro (fertility),[62] with similar arrangements.

B. Mochi Health Sells Risky, Unapproved Compounded Drugs Through Its Affiliated Medical Group

1. Mochi Health Exerts Undue Control or Influence over Its Medical Providers

64. Mochi Health recognizes Mochi Medical as its own. On its website, Mochi Health tells patients it will match them with one of "Our Mochi doctors."[63] Mochi Health also states "our"—*i.e.*, Mochi Health's—network is made up of "board-certified obesity medicine providers and registered dietitians."[64]



65. Patients are referred to a "Mochi doctor" through a web portal operated by Mochi Health. Mochi Health's website is the exclusive conduit through which Mochi Medical receives referrals of new patients.

66. Mochi Health exerts undue control or influence over the hiring and employment of both medical and business personnel at Mochi Medical. As of March 17, 2025, Mochi Health advertised forty-four job postings on its "Careers" page,[65] including physicians, nurses, and pharmacists—that is, the medical providers who are supposed to work at Mochi Medical and be free from Mochi Health's undue influence.

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[61] Miso, *About*, https://www.joinmisohealth.com/about (last visited Apr. 11, 2025).

[62] Taro, *About,* https://www.tarofertility.com/about (last visited Apr. 11, 2025).

[63] Mochi Health, *Medications*, https://joinmochi.com/medications (last visited Apr. 14, 2025).

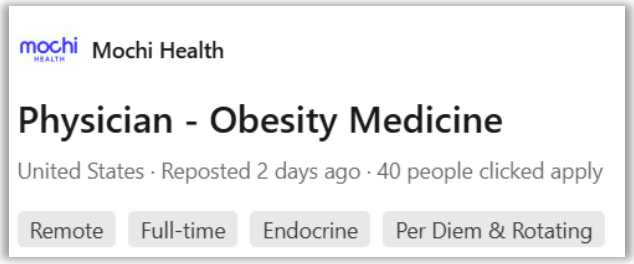
[64] Mochi Health, https://joinmochi.com/ (last visited Apr. 14, 2025).

[65] Mochi Health Job Postings, *Current openings at Mochi Health,* https://job-boards.greenhouse.io/mochihealth (last visited Mar. 17, 2025).

67. Job openings for medical providers are listed as "Current openings at Mochi Health," not at Mochi Medical. And nowhere on its "Careers" page or job listings does Mochi Health distinguish between positions at Mochi Health or Mochi Medical.

68. Similarly, Mochi Health's "Careers" page and Mochi Health's job listings on LinkedIn and Glassdoor all indicate physicians are hired by Mochi Health, not Mochi Medical.[66]

[66] Mochi Health LinkedIn Job Posting, https://www.linkedin.com/jobs/search/?currentJobId=4159098434 (last visited Apr. 14, 2025); Mochi Health Glassdoor Job Posting, https://www.glassdoor.com/job-listing/physician-obesity-medicine-mochi-JV_KO0,26_KE27,32.htm?jl=1009689444492 (last visited Apr 14, 2025).



69. Upon information and belief, Mochi Health provides diagnostic protocols to providers at Mochi Medical and trains them to use these protocols. Mochi Health also owns and controls patient records through a "custom-built"[67] electronic medical record ("EMR") system, which, upon information and belief, dictates what records must be retained in the system.

70. For example, a recent job posting by Mochi Health for a "Physician" in "Obesity Medicine" stated: "By joining our team, you will: . . . Utilize advanced tools like our"—*i.e.*, Mochi Health's—"custom-built [Electronic Medical Record system] and obesity-specific protocols."[68] In another recent job posting for a "Nurse Practitioner" in "Obesity Management," Mochi Health emphasized that "we provide . . . structured training based on our protocols" and a "custom-built [Electronic Medical Record system]."[69]

71. Mochi Health also improperly advertises and arranges for medical services, activities the Board reserves for licensed physicians only. For example, Ms. Ahmad holds herself out as a "physician" when advertising for Mochi Health's medical services. On social media, Ms. Ahmad—who is not licensed to practice medicine in any state—advertises Mochi Health's medical services and encourages individuals to sign up using sale referral codes.

C. The Aequita Defendants Made and Sold Compounded Drugs Under Mochi Health's Control

72. Aequita Pharmacy holds itself out as "an independent mail-order pharmacy" engaging "in customizing medications."[70] But as described further below, this is false. The Aequita Defendants are

[67] Mochi Health Job Posting, *Physician – Obesity Medicine*, https://job-boards.greenhouse.io/mochihealth/jobs/4535832008 (last visited Apr. 14, 2025).

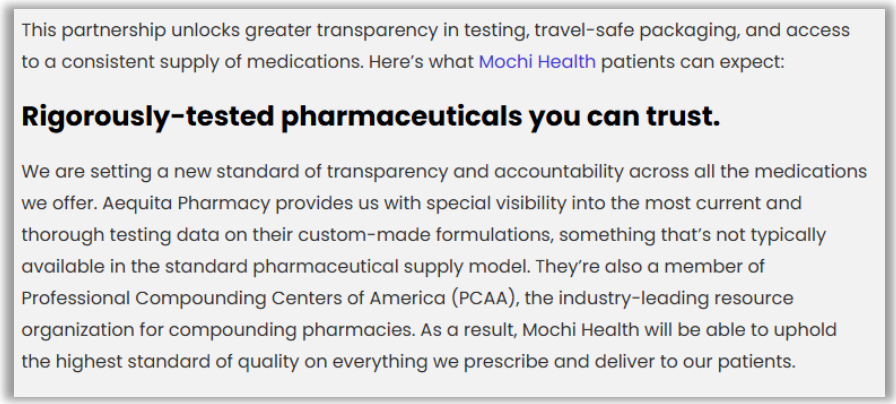
[68] *Id.*

[69] Mochi Health Job Posting, *Nurse Practitioner - Obesity Management*, https://job-boards.greenhouse.io/mochihealth/jobs/4535885008 (last visited Apr. 14, 2025).

[70] Aequita Pharmacy, *About Aequita,* https://www.aequitapharmacy.com/about (last visited Apr. 14, 2025)

intimately linked with Mochi Health.

73. Mochi Health and Aequita Pharmacy announced a "partnership" in November 2024, in which Aequita Pharmacy would provide compounded drugs to Mochi Health customers.[71]



74. Mochi Health and Aequita Pharmacy claimed this partnership would ensure that Mochi Health could "uphold the highest standard of quality on everything we prescribe and deliver."[72]

75. When queried as to whether Mochi Health would eventually transition all of its patients to Aequita Pharmacy, Ms. Ahmad asserted that she "think[s] that's the goal" and that Mochi Health aimed to fully "transition over the next couple of months."[73]

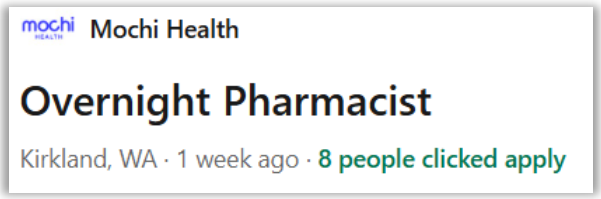
76. Mochi Health lists jobs on its website and third-party job boards under headings for Mochi and Mochi Health that are actually jobs for Aequita Pharmacy in the pharmacy's Kirkland, Washington

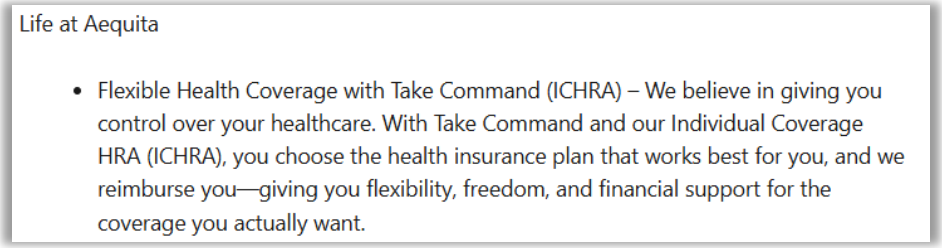
[71] Sydney Wexler, RDN, *We're Partnering With Aequita Pharmacy: Here's What To Expect,* (Nov. 4, 2024), https://joinmochi.com/blogs/aequita-pharmacy-partnership.

[72] *Id.*

[73] DOWNSIZED, *Exclusive Interview Dr. Myra – The CEO & Founder of Mochi Health Speaks Out!*, YOUTUBE (Feb. 28, 2025), https://youtu.be/XknghozB0mc?si=2GoKOlYdL43zHSz0&t=635.

facility. These listings include positions for pharmacy staff and legal counsel. These job postings further erode any distinction between Mochi Health and Aequita Pharmacy.[74]





77. Similarly, when patients contact Aequita Pharmacy, Mochi Health is the entity that responds. One patient reported that they "contacted Aequita pharmacy through their contact form on their website to ask if they ship to my state."[75] This patient received "an email from Mochi with the answers" and "sent a return email stating I had never contacted them (Mochi) and why were they responding to the email that I sent to Aequita?"[76]

78. Despite this, Mochi Health has denied all allegations that Ms. Ahmad[77] and/or Mochi Health[78] owned Aequita. Ms. Ahmad, too, has been steadfast in her denial of ownership of Aequita, going as far as explicitly denying ownership herself in a February 2025 interview:[79]

Q: "So you guys are partners, I guess, you don't own that pharmacy, you're more partners with them? [Aequita]"

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[74] Mochi Health LinkedIn Posting, https://www.linkedin.com/jobs/view/overnight-pharmacist-at-mochi-health-4164198535 (last visited Apr. 14, 2025).

[75] *Mochi Aequita Pharmacy – Famished,* REDDIT (June 19, 2024), https://www.reddit.com/r/tirzepatidecompound/comments/1divrbj/comment/l99ff9p/.

[76] *Id.*

[77] JoinMochi-Info, *More Mochi nonsense.*, REDDIT (July 25, 2024), https://www.reddit.com/r/SemaglutideFreeSpeech/comments/1e8zt56/comment/lefg89t/.

[78] JoinMochi-Info, *More Mochi nonsense.*, REDDIT (July 25, 2024), https://www.reddit.com/r/SemaglutideFreeSpeech/comments/1e8zt56/comment/lefg89t/.

[79] DOWNSIZED, *Exclusive Interview Dr Myra – The CEO & Founder of Mochi Health Speaks Out!*, YOUTUBE (Feb. 28, 2025) https://youtu.be/XknghozB0mc?si=42iJvkHo8bRAu09Z&t=56.

A: "Yeah, so we have our staff that are there for operations purposes, but, like, we don't own the pharmacy."

79. And when questioned about the overlapping ownership between Defendants, Mochi Health falsely and fraudulently denied all allegations that Mochi Health owns Aequita.[80]

80. Upon information and belief, the Aequita Defendants also import, or attempt to import, knockoff tirzepatide and semaglutide (the active ingredient in another chronic weight management medication), from China through Ms. Ahmad's company USA DISTRIBUTION LLC.

81. According to an individual on Reddit who claims to be a former employee, Aequita's Chinese-sourced weight loss drops are "[r]esearch grade and NOT approved in the US."[81]

82. Aequita Pharmacy has recently been subject to discipline in multiple states. On March 13, 2025, the WPQAC issued a Limited Stop Service to Aequita Pharmacy due to "deficient practices," including "allowing untrained and unqualified staff to perform sterile compounding, not properly

[80] JoinMochi-Info, *More Mochi nonsense.*, REDDIT (July 22, 2024), https://www.reddit.com/r/SemaglutideFreeSpeech/comments/1e8zt56/comment/lefdz6a/.

[81] Valuable-Piano-7216, *Who are we all switching to from Mochi???,* REDDIT (Mar. 18, 2025), https://www.reddit.com/r/JoinMochiHealth/comments/1jcr4xu/comment/mijrb5r/.

supervising staff, and not adhering to sterile compounding procedures designed to ensure product integrity and patient safety."[82]

83. Aequita Pharmacy then reached an Interim Consent Agreement for Interim Suspension of Permit with the Arizona Board of Pharmacy, suspending Aequita Pharmacy's ability to practice in Arizona based on the deficient practices found in the Limited Stop Service Order.[83] As of the time of this filing, Aequita Pharmacy is still not permitted to practice in Arizona and has also voluntarily surrendered its permit to operate in North Carolina for cause.[84] Aequita's National Association of Boards of Pharmacy credential was similarly revoked.[85]

IV. MOCHI HEALTH'S UNLAWFUL CORPORATE PRACTICE OF MEDICINE

A. California and Other States Protect Patients from Corporations and Unlicensed Individuals Practicing Medicine

84. Through an extensive statutory and regulatory regime, California protects patients by seeking to ensure that corporations run by non-physicians do not influence or control the practice of medicine. "The central tenet of CPOM is to protect physician autonomy . . . This is especially important when the fiduciary obligation of a corporation to its shareholders does not align with the physician's obligation to patients."[86] Many states share these types of rules that prohibit the corporate practice of medicine. For example, Texas, Ohio, Colorado, Iowa, Illinois, New York, and New Jersey all have laws restricting the corporate practice of medicine.

85. In California, like in other states, unlicensed persons—both individuals and corporations—cannot own medical practices, or directly or indirectly employ physicians, or engage in the practice of

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[82] Washington State Dep't of Health, *Pharmacy Quality Assurance Commission issues Limited Stop Service on license of pharmacy,* (Mar. 13, 2025) https://doh.wa.gov/newsroom/pharmacy-quality-assurance-commission-issues-limited-stop-service-license-pharmacy.

[83] Arizona Bd. of Pharmacy, *Interim Consent Agreement for Interim Suspension of Permit,* (Mar. 17, 2025), https://azbop.igovsolution.net/cZcSUdCt/AZBOPDOCS//2025/3/dd65b31997c34fc3a4e17eb1e13491a0.pdf.

[84] N. Carolina Bd. of Pharmacy, (Mar. 17, 2025) https://portal.ncbop.org/File/fileDisplay.aspx?FileID=gBcrIqXhO8c%3d&ENF=TRUE.

[85] RallyeReadHead, *AEQUITA NABP ACCREDITATION REVOKED,* REDDIT (March 20, 2025), https://www.reddit.com/r/SemaglutideCompound/comments/1jfzh2n/aequita_nabp_accreditation_revoked/; RallyeReadHead, *Aequita had their NABP accreditation REVOKED,* REDDIT (March 20, 2025), https://www.reddit.com/r/tirzepatidecompound/comments/1jfz3xy/aequita_had_their_nabp_accreditation_revoked/?rdt=46295.

[86] Jordan M. Warchol, *Corporate Practice of [Emergency] Medicine*, *in* Emergency Medicine Advocacy Handbook (5th ed. 2019), https://www.emra.org/books/advocacy-handbook-2019/corporate-practice.

medicine, Cal. Bus. & Prof. Code §§ 2400 *et seq.*, § 2052, and a corporation cannot hold a medical license, Cal. Bus. & Prof. Code § 2400. As the Medical Board of California ("the Board") recently made clear: "This section of the law is intended to prevent unlicensed persons from interfering with, or influencing, the physician's professional judgment."[87]

86. The Board has explained that certain decisions "should be made by a physician licensed in the State of California and would constitute the unlicensed practice of medicine if performed by an unlicensed person."[88] In particular, a licensed physician must have "[r]esponsibility for the ultimate overall care of the patient, including treatment options available to the patient."[89]

87. The Board has also made clear that the following decisions "should be made by a physician licensed in the State of California and would constitute the unlicensed practice of medicine if performed by an unlicensed person":

- Determining what diagnostic tests are appropriate for a particular condition;
- Determining the need for referrals to, or consultation with, another physician/specialist; and
- Responsibility for the ultimate overall care of the patient, including treatment options available to the patient. [90]

88. The Board also states that "the following 'business' or 'management' decisions and activities, resulting in control over the physician's practice of medicine, should be made by a licensed California physician and not by an unlicensed person or entity":

- Control of a patient's medical records, including determining the contents thereof; and
- Selection, hiring/firing of physicians, health staff, and medical assistants. [91]

89. The California Business and Professions Code also prohibits the offer, delivery, receipt, or acceptance of consideration to induce the referral of patients, Cal. Bus. & Prof. Code § 650, and prohibits the use of unfair, unlawful, and/or fraudulent business acts or practices, *id.* §§ 17200 *et seq*. It also

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87 Med. Bd. of California, "Physicians and Surgeons: Information Pertaining to the Practice of Medicine – Corporate Practice of Medicine," https://www.mbc.ca.gov/Licensing/Physicians-and-Surgeons/Practice-Information/.

88 *Id.*

89 *Id.*

90 *Id*.

91 *Id.*

prohibits the making of untrue or misleading statements concerning professional or other services. *Id.* §§ 17500 *et seq.*

90. In addition to these prohibitions, California law also makes clear that the decision to alter the formulation, dosage, or titration schedule of a prescription drug cannot be made at a corporate level. Such decisions must be made by a physician pursuant to a good faith examination of the patient and upon identification of a clinical need for the prescription. California Business & Professions Code § 2242 states that "[p]rescribing, dispensing, or furnishing dangerous drugs as defined in Section 4022 [*i.e.*, a prescription drug] without an appropriate prior examination and a medical indication, constitutes unprofessional conduct." In addition, the healthcare professional is required to comply with "the appropriate standard of care." *Id.* That standard of care requires a "prior examination" *and* the identification of "a medical indication" showing that the prescription is warranted.

91. California's Business & Professions Code also imposes consent requirements on telehealth providers like Mochi Health. California Business & Professions Code § 2290.5 states that "[b]efore the delivery of health care via telehealth, the health care provider initiating the use of telehealth shall inform the patient about the use of telehealth and obtain verbal or written consent from the patient for the use of telehealth as an acceptable mode of delivering health care services and public health. The consent shall be documented."

92. The Board further specifies that a physician is not permitted to operate a medical practice as a limited liability company, a limited liability partnership, or a general corporation.[92]

93. Many other states prohibit corporations controlled by non-physicians from making medical decisions and all prohibit unlicensed individuals from practicing medicine.

B. Mochi Health's Control or Undue Influence over Prescribing Decisions

94. Despite California and other states' prohibition on the corporate practice of medicine, Mochi Health unlawfully influences the practice of medicine and otherwise engages in unfair and unlawful

[92] *Id.*

practices by violating California law regarding the practice of medicine by unlicensed individuals and corporations.

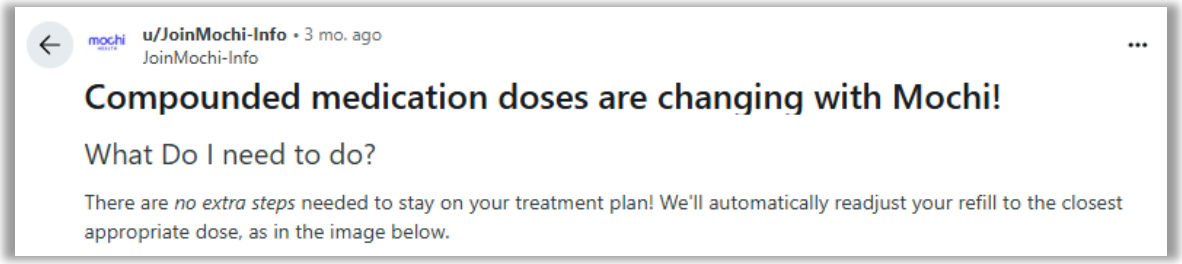
95. Mochi Health repeatedly violates the prohibition on the practice of medicine by unlicensed individuals and corporations, and other California laws, by influencing the dosing and formulation of compounded tirzepatide. This includes switching patients altogether to doses manipulated with additives and to non-standard doses—changes made for Mochi Health's own financial benefit, not to advance patient care.

1. Altering Dosage for Business Purposes

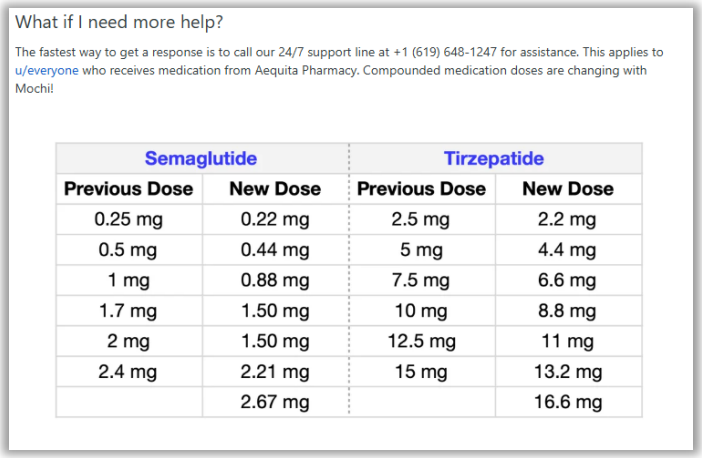
96. Before December 2024, Mochi Health prescribed tirzepatide to patients with doses similar to those of Lilly's MOUNJARO® and ZEPBOUND®: 2.5 mg, 5 mg, 7.5 mg, 10 mg, 12.5 mg, and 15 mg.

97. In December 2024, after announcing its partnership with Aequita Pharmacy—but not revealing the common ownership and control—Mochi Health announced that it was unilaterally changing the compounded tirzepatide doses of Mochi Health patients to non-standard doses.

98. These changes were automatic and across the board—for instance, patients who were previously prescribed a 10 mg dose of knockoff tirzepatide were automatically transitioned to an 8.8 mg dose, patients whose provider prescribed a 12.5 mg dose were automatically switched to an 11 mg dose, and so on. The standard doses patients previously were prescribed were no longer available.[93]



[93] JoinMochi-Info, *Compounded medication doses are changing with Mochi!*, REDDIT (Dec. 17, 2024), https://www.reddit.com/user/JoinMochi-Info/comments/1hgqy40/compounded_medication_doses_are_changing_with/.



What if I need more help?

The fastest way to get a response is to call our 24/7 support line at +1 (619) 648-1247 for assistance. This applies to u/everyone who receives medication from Aequita Pharmacy. Compounded medication doses are changing with Mochi!

Semaglutide		Tirzepatide	
Previous Dose	**New Dose**	**Previous Dose**	**New Dose**
0.25 mg	0.22 mg	2.5 mg	2.2 mg
0.5 mg	0.44 mg	5 mg	4.4 mg
1 mg	0.88 mg	7.5 mg	6.6 mg
1.7 mg	1.50 mg	10 mg	8.8 mg
2 mg	1.50 mg	12.5 mg	11 mg
2.4 mg	2.21 mg	15 mg	13.2 mg
	2.67 mg		16.6 mg

99. Mochi Health made this unilateral change without providing advance notice to patients, and without attempting to provide a clinical justification. Mochi Health's announcement made clear the dose change "applies to u/everyone who receives medication from Aequita Pharmacy" (which at the time was Mochi Health's primary pharmacy) and that "*no extra steps*" were needed from Mochi Health customers.[94]

100. Without undue control or influence by the unlicensed individuals controlling Mochi Health, one would not see such wholesale changes across large groups of patients.

101. This pivot and influence over the practice of medicine was directly enabled by the intertangled nature of Defendants. By and through its control over Mochi Medical, Mochi Health could, at a moment's notice, influence the en masse dosage changes for Mochi Health's patients, import untested and unapproved drugs from China through USA Distribution LLC, and promptly supply the new doses through the Aequita Defendants.

102. In fact, as further evidence that Mochi Health orchestrated a unilateral shift to Aequita Pharmacy—in which its owners have a financial interest—Mochi Health told patients, "[e]ven if you want to choose a different pharmacy, the option is not there."[95] In this way, Mochi Health centralized control over Mochi Medical and Aequita Pharmacy within Mochi Health itself.

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[94] *Id.*

[95] JoinMochi-Info, *Compounded medication doses are changing with Mochi!,* REDDIT (Dec. 18, 2024), https://www.reddit.com/user/JoinMochi-Info/comments/1hgqy40/comment/m2pndhl/.

103. Several months later, in March 2025, Mochi Health changed the doses of its patients' prescriptions en masse ***back*** to their original doses.[96] This change came about as a result of the WPQAC Limited Stop Service Order issued to Aequita Pharmacy, after which patients were switched from Aequita Pharmacy to other compounding pharmacies such as Red Rock Pharmacy.

104. Upon information and belief, Mochi Health made this unilateral, global, en masse change to what it called "standard dosing" for Mochi Health patients without providing advance notice to patients (or their providers) and without attempting to provide a clinical justification.[97]

105. Alterations to patients' dosage schedules involve risks that healthcare providers should discuss with their patients instead of permitting doses to be altered by corporate fiat for business purposes and without prior notice. Such alterations made by unlicensed individuals at a corporate entity for business purposes and without any medical indication violate state prohibitions on the practice of medicine by unlicensed individuals and corporations and other state physician-practice laws.

2. Altering Prescriptions for Business Purposes

106. Beyond dose changes, Mochi Health has also changed its patients' compounded tirzepatide formulation to manipulated formulations including various additives, which are not FDA approved and have not been studied in clinical trials, again without notice or medical indication.

107. For example, in August 2024 Mochi Health wholesale switched its patients from compounded tirzepatide products supplied by compounding pharmacy Empower to those supplied by compounding pharmacy Southend.[98]

108. This change was not for patient-specific reasons, but it was significant for patients. Upon information and belief, Empower was supplying tirzepatide with niacinamide, while Southend exclusively compounds tirzepatide with pyridoxine—neither of which has ever been clinically tested with tirzepatide. This means that Mochi Health patients whose tirzepatide previously was compounded by Empower with

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[96] EyeBeginning5281, *New dosing?,* REDDIT (Mar. 14, 2025), https://www.reddit.com/r/JoinMochiHealth/comments/1jb1ac9/new_dosing/.

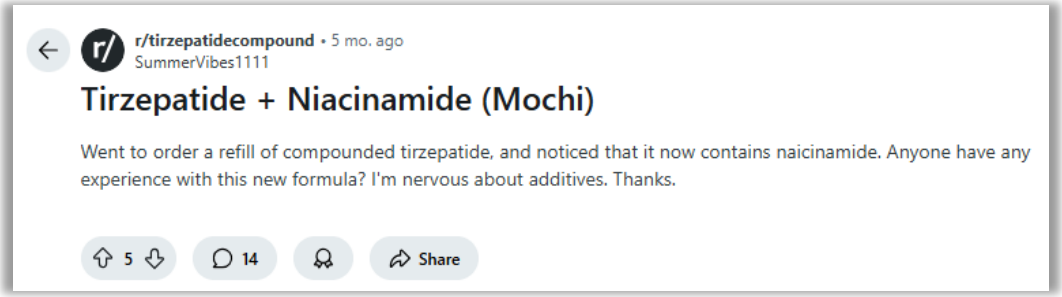
[97] *No more 3 to 6 month refills,* REDDIT (Mar. 14, 2025), https://www.reddit.com/r/JoinMochiHealth/comments/1jb3j0d/no_more_3_to_6_month_refills/.

[98] meech-meech-, *Wtf is Southend pharmacy?*, REDDIT (Aug. 11, 2024), https://www.reddit.com/r/JoinMochiHealth/comments/1epzmf0/wtf_is_southend_pharmacy/.

niacinamide would have experienced a change in the formulation of their prescription—en masse and improperly influenced by Mochi Health's business motives.

109. Months later, in November 2024, Mochi Health finalized its unilateral move of patients to a different compounding pharmacy—this time, to Aequita Pharmacy. Patients were switched from compounded tirzepatide manipulated with pyridoxine, provided by Southend Pharmacy, back to tirzepatide compounded with niacinamide, this time provided by Aequita Pharmacy.

110. Patients learned of these changes not through their doctor but instead when ordering a refill in Mochi Health's automated platform.[99]



111. This change was not based on patient need or any medical indication—nor could there be any medical need to prescribe tirzepatide compounded with untested, unapproved additives. There, of course, is no medical reason to change patients from tirzepatide with niacinamide, to tirzepatide mixed with pyridoxine, to tirzepatide mixed with niacinamide, then followed by the December 2024 dose change discussed above—all in a matter of months.

112. This change instead was driven by Mochi Health's and its owners' financial interests and their influence on prescribing decisions. And with their overlapping ownership and control, both Mochi Health and Aequita Pharmacy served to profit from Aequita Pharmacy supplying Mochi Health's patients.

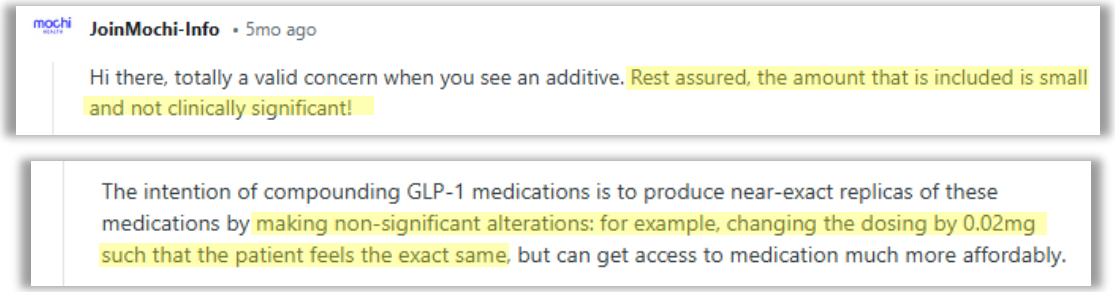
113. This is confirmed by patient complaints with the Better Business Bureau. One patient reported that Mochi Health switched the patient's drug to tirzepatide with niacinamide, but the patient "reached out via chat" and explained they "had never taken" that additive before and "didn't feel comfortable with adding that to [their] medication and that [they] would prefer to continue receiving

[99] SummerVibes1111, *Tirzepatide + Niacinamide (Mochi)*, REDDIT (Oct. 7, 2024), https://www.reddit.com/r/tirzepatidecompound/comments/1fyncks/tirzepatide_niacinamide_mochi/.

[their] medication (just tirzepatide) from the same pharmacy" used previously.[100] But "[w]hen the order came, it was from Mochi's new pharmacy, came with Mochi themed water bottles and branding, and the medication was tirzepatide with" niacinamide.[101] Not only did this drug not work for this patient, but their "skin started breaking out in little bumps" which were determined by a dermatologist to be a reaction from the additive in the injection.

114. When other patients expressed concern about the sudden change in the formulation of their prescription—from tirzepatide ***without*** niacinamide to tirzepatide ***with*** niacinamide—Mochi Health made clear this change was not for any benefit to the patient, despite California's ban on the practice of medicine by unlicensed individuals and corporations, and even though California law expressly prohibits the prescription, dispensing, and furnishing of prescription drugs where there is no "medical indication" for doing so. Cal. Bus. & Prof. Code § 2242.

115. Mochi Health specifically announced to patients, "Rest assured, the amount that is included is small and not clinically significant!"[102] Mochi Health has also repeatedly told patients online that it makes "non-significant alterations" to medications and that patients will "feel[] the exact same."[103]



116. The reason for the change is simple: Mochi Health mistakenly believes that by making these "non-significant alterations" it can skirt the law.[104] Far from basing formulation changes on a medical indication, Mochi Health repeatedly told patients that what "your medication will have [in] it

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[100] Mochi Health, *Mochi Health Reviews*, BBB, https://www.bbb.org/us/ca/san-francisco/profile/health-care/mochi-health-1116-955238/customer-reviews?page=8.

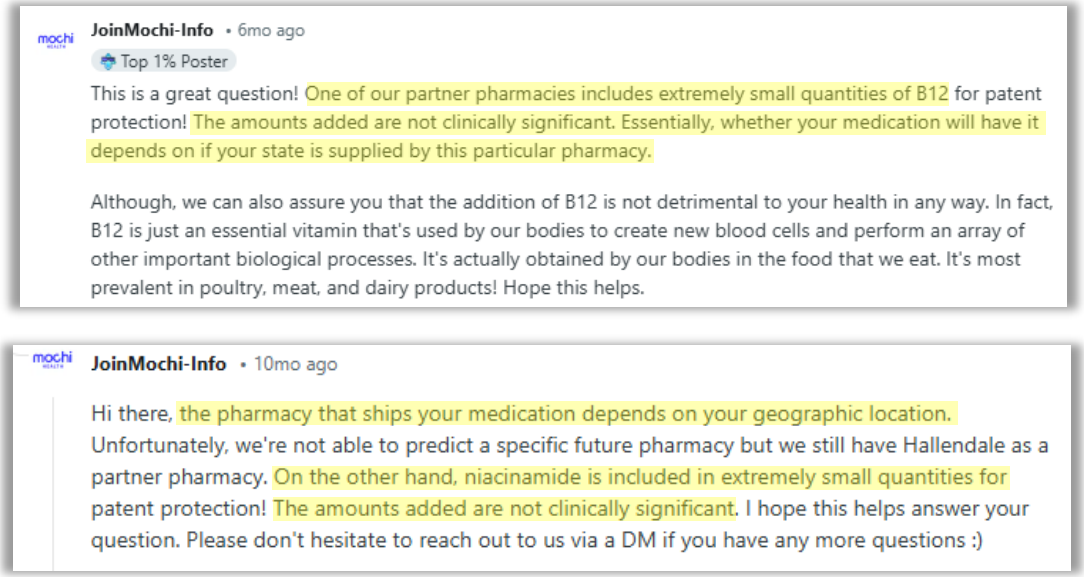
[101] *Id.*

[102] JoinMochi-Info, *Tirzepatide + Niacinamide (Mochi)*, REDDIT (Oct. 7, 2024), https://www.reddit.com/r/tirzepatidecompound/comments/1fyncks/tirzepatide_niacinamide_mochi/.

[103] JoinMochi-Info, *Tirzepatide + Niacinamide (Mochi)*, REDDIT (Oct. 8, 2024), https://www.reddit.com/r/tirzepatidecompound/comments/1fyncks/tirzepatide_niacinamide_mochi/lr1dq0a/.

[104] paradisehuss727, *Feeling a bit more at ease*, REDDIT (Mar. 7, 2025), https://www.reddit.com/r/JoinMochiHealth/comments/1j68lq4/feeling_a_bit_more_at_ease/#lightbox.

depends on if your state is supplied by this particular pharmacy."[105] It also emphasized again that adding niacinamide was "not clinically significant."[106]



117. Despite Mochi Health's assurances to customers that the changes were "not clinically significant," Mochi Health's own "Content Developer," Eva Shelton, stated in an online essay that B-vitamins (niacinamide and pyridoxine are both B-vitamins) can actually have negative effects. She explained that "there is no solid evidence that vitamin B12 injections is [sic] effective in weight loss, and the potentially serious risks may outweigh the benefits."[107] These risks include "allergic reaction, heart problems, fluid build up in the lungs, electrolyte disturbances, diarrhea, swelling" and "increased risk of cancer."[108] These are risks that healthcare providers ought to discuss with their patients before changes to medicinal formulations are made.

118. Mochi Health continues to change patient prescriptions en masse and without advance notice. In April 2025, Mochi Health patients reported receiving tirzepatide compounded with a variety of untested, unapproved additives: glycine, niacinamide, and pyridoxine.

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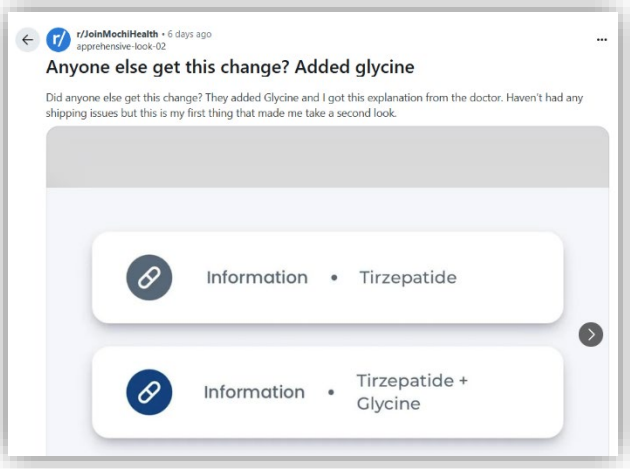
[105] JoinMochi-Info, *Do all mochi meds contain b12?*, REDDIT (Aug. 30, 2024), https://www.reddit.com/r/JoinMochiHealth/comments/1f44iup/do_all_mochi_meds_contain_b12/.

[106] *Id.*

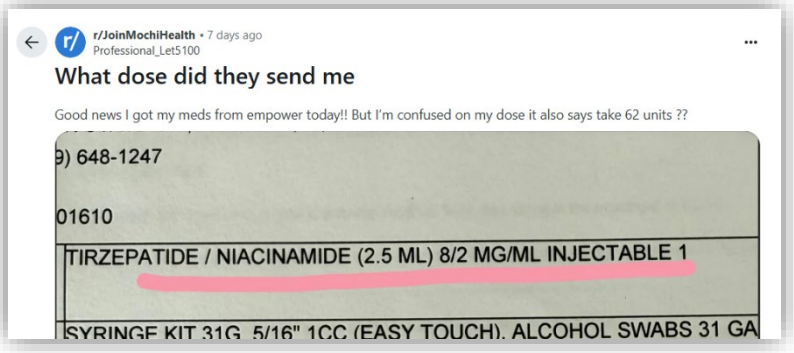
[107] Eva Shelton, *Do weight loss shots and pills really work ?,* MEDIUM (Apr. 9, 2022), https://medium.com/@sheltoneva79/do-weight-loss-shots-and-pills-really-work-430e6563e418.

[108] *Id.*

119. On April 5, 2025, a Mochi Health patient receiving compounded tirzepatide from Red Rock Pharmacy reported that their tirzepatide prescription had been changed to include glycine.[109] Again, this patient learned of this change through notification on Mochi Health's automated platform rather than through discussion with a doctor regarding a medical indication for the change.



120. At the same time, other Mochi Health patients have reported receiving tirzepatide compounded with niacinamide from compounding pharmacy Empower Pharmacy[110] and tirzepatide compounded with pyridoxine from Southend Pharmacy.[111]



[109] apprehensive-look-02, *Anyone else get this change? Added glycine*, REDDIT (Apr. 5, 2025), https://www.reddit.com/r/JoinMochiHealth/comments/1jsj8qv/anyone_else_get_this_change_added_glycine/.

[110] Professional_Let5100, *What dose did they send me*, REDDIT (Apr. 4, 2025), https://www.reddit.com/r/JoinMochiHealth/comments/1jrf93g/what_dose_did_they_send_me/.

[111] Nikki_Dee_Dallas, *Southend is Shipping Meds*, REDDIT (Apr. 9, 2025), https://www.reddit.com/r/JoinMochiHealth/comments/1jv9umr/southend_is_shipping_meds/#lightbox.

121. The fact that Mochi Health patients receive differing formulations depending on the compounding pharmacy filling their prescriptions and continue to be subject to unannounced prescription changes illustrates that these prescribing decisions are not based on any medical indication, but rather Mochi Health's financial interest in continuing to sell compounded tirzepatide, driven by the availability of compounded tirzepatide from various compounding pharmacies at a given time.

C. Mochi Health's Lack of a Good Faith Examination

122. Mochi Health's undue control and influence over prescription changes violate not only California's and other states' prohibition on the practice of medicine by unlicensed individuals and corporations, but also California Business & Professions Code § 2242, which makes clear that "[p]rescribing, dispensing, or furnishing dangerous drugs as defined in Section 4022 [*i.e.*, a prescription drug] without an appropriate prior examination and a medical indication, constitutes unprofessional conduct." Cal. Bus. & Prof. Code § 2242. The healthcare professional is required to comply with "the appropriate standard of care." *Id.* That standard of care requires a "prior examination and a medical indication" that the prescription is warranted.

123. This standard cannot be met where, as here, decisions to prescribe a compounded product and then change the formulation, dosage, and titration schedule are ***unilaterally*** influenced at the corporate level for business purposes and not through a patient-specific assessment by a licensed healthcare professional.

V. MOCHI HEALTH'S UNFAIR, DECEPTIVE, FALSE, AND MISLEADING SALE AND MARKETING OF TIRZEPATIDE

124. In addition to violating California and other state laws relating to the corporate practice of medicine and physician practices, Mochi Health makes several explicitly and implicitly false, misleading, unfair, and deceptive statements about its tirzepatide drug, and engages in unfair and deceptive business practices.

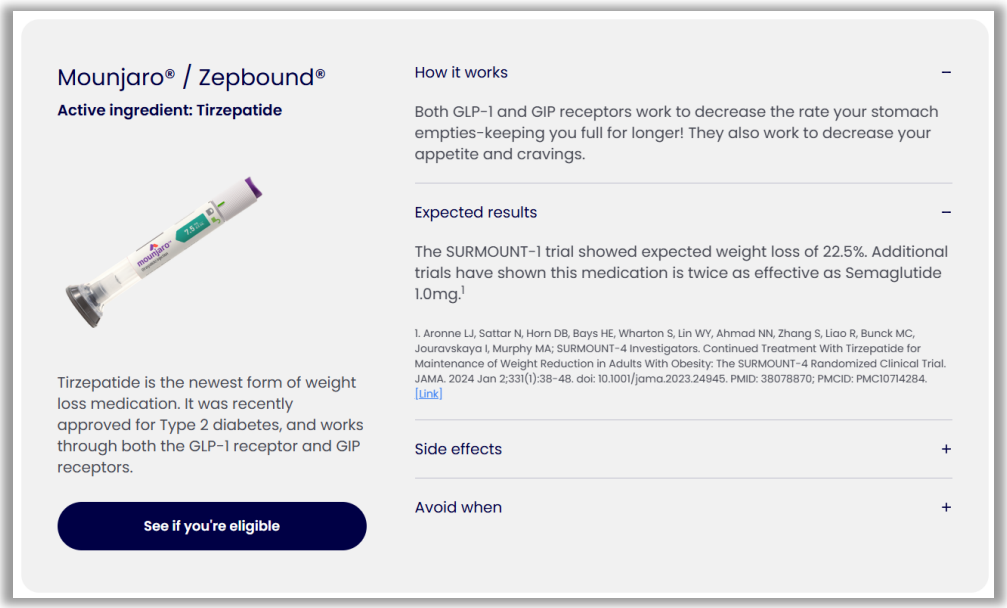
125. More specifically, Mochi Health engages in unlawful practices when it falsely tells consumers: (a) that consumers will receive Lilly tirzepatide medicines, when they are instead steered toward compounded medication; (b) that the compounded tirzepatide that Mochi Health offers is proven safe and effective and is the "best weight loss treatment," when it is not, (c) that its product is "personalized for patients" when it is not, (d) that Aequita Pharmacy "voluntarily stopped operations" when they did not, and (e) that Ms. Ahmad founded and developed Mochi Health "as a doctor" when she is not a licensed physician.

A. Mochi Health Misrepresents the Source of Its Tirzepatide Drug

126. Mochi Health uses Lilly's MOUNJARO® and ZEPBOUND® marks, including an image of a Lilly-branded MOUNJARO® injection pen, to market tirzepatide to its customers. Until this month, these were the only tirzepatide medicines featured on its website. But by and large, Mochi Health sells knockoff, untested, unapproved tirzepatide to patients instead of genuine Lilly medicines.

127. Mochi Health's website includes a "Medications" page that lists the drugs it sells. The "Medications" page opens to images of "Injectables" including Lilly's registered trademarks MOUNJARO® and ZEPBOUND® and an image of a Lilly-branded MOUNJARO® injection pen.[112]

[112] Mochi Health, *Medications*, https://joinmochi.com/medications.



128. While Mochi Health includes Lilly's registered trademarks "Mounjaro®" and "Zepbound®" and an image of a MOUNJARO® injection pen on the "Medications" page of its website, Mochi Health does not disclose on the "Medications" page that it sells untested and unapproved compounded tirzepatide manipulated with additives until after the products are purchased. Nor does it explain that, upon information and belief, nearly all Mochi Health customers are prescribed compounded tirzepatide with additives niacinamide, glycine, and pyridoxine and not Lilly's medicines.[113]

129. Furthermore, Mochi Health flagrantly mischaracterizes their tirzepatide as "generic" on social media. The Mochi Health Instagram account advertises their "anti-obesity medication for weight loss" at a price point of $275 to $325 per month—the latter being the precise cost of Mochi Health's tirzepatide product[114]— for their "generic medications/compounds."[115] Leaving no doubt as to the nature of their "generic" product, Mochi Health captioned their post with the hashtag "#mounjaro."

130. The use of these Lilly trademarks and the image of Lilly's branded, FDA-approved medicines on Mochi Health's website deceives Mochi Health customers into believing that they will be receiving FDA-approved medicines. This is not the case. Upon information and belief, nearly all Mochi

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113 *Id.*

114 eyelashchantel, *Mochi Health Review*, REDDIT (Feb. 20, 2024), https://www.reddit.com/r/CompoundedSemaglutide/comments/1avjgs5/mochi_health_review/.

115 @joinmochi, INSTAGRAM, https://www.instagram.com/p/Cq6CZlov3AI/?hl=en (last visited Apr. 14, 2025).

Health customers interested in Lilly's safe, effective, FDA-approved MOUNJARO® / ZEPBOUND® will be prescribed untested and unapproved compounded tirzepatide with additives like niacinamide, glycine, or pyridoxine, greatly expanding the risks to patients.[116]

131. In other words, patients go to Mochi Health's website thinking they are going to get tested, proven, genuine Lilly medicines, and instead they receive Mochi Health's untested knockoffs, including drugs made by Aequita Pharmacy that was recently shut down for "deficient practices," such as "allowing untrained and unqualified staff to perform sterile compounding, not properly supervising staff, and not adhering to sterile compounding procedures designed to ensure product integrity and patient safety."[117]

132. Subsequently, Mochi Health began sending customers a "Notice of Recall of Unexpired Sterile Compounded Drug Products" that was "requested by the state of Massachusetts."[118] Pursuant to that notice, customers were instructed that "any unused remaining product" should not be used and "should be destroyed."[119] Moreover, the recall extends to ***any*** "compounded sterile preparation received by you from the pharmacy between 12/20/24 and 3/11/25."[120] That is, the recall extends from approximately from the date that Mochi Health announced its partnership with Aequita to the date Aequita was shut down by Washington health public health authorities.

B. Mochi Health Falsely Claims Its Tirzepatide Is Safe and Effective

133. Mochi Health also misleadingly, falsely, deceptively, and unfairly markets and sells its compounded tirzepatide with additives niacinamide, glycine, or pyridoxine as safe and effective and even ***better*** than Lilly's tirzepatide medicines. That is not true.

134. First, in a section of its Medications page called "Expected results," Mochi Health discusses results from the "SURMOUNT-1 trial," showing an "expected weight loss of 22.5%." Elsewhere, Mochi Health similarly states, "[b]oth the SURMOUNT and The SURPASS clinical trials

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116 Mochi Health, *Medications*, https://joinmochi.com/medications.

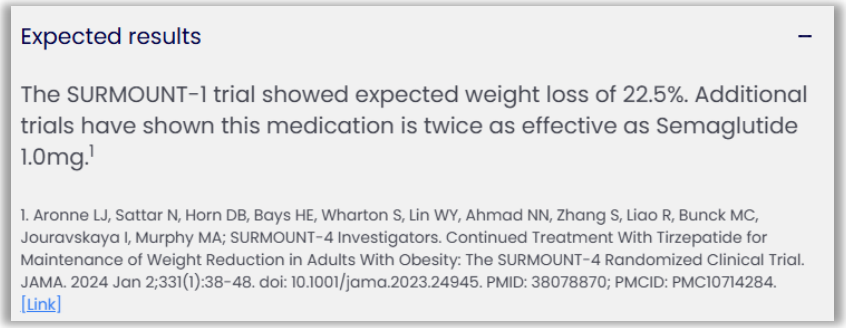
117 Washington State Dep't of Health, *Pharmacy Quality Assurance Commission Issues Limited Stop Service on license of pharmacy*, (March 13, 2025) https://doh.wa.gov/newsroom/pharmacy-quality-assurance-commission-issues-limited-stop-service-license-pharmacy.

118 https://www.reddit.com/r/JoinMochiHealth/comments/1jwy2i1/recall_notice_from_aequita/.

119 *Id.*

120 Mochi Health, *Tirzepatide For Weight Loss: Dosage, Pricing & More*, https://joinmochi.com/blogs/tirzepatide-for-weight-loss (last visited Apr. 14, 2025).

examined the effects of Tirzepatide in thousands of patients, demonstrating its safety and clinically significant benefits."[121]


Expected results –

The SURMOUNT-1 trial showed expected weight loss of 22.5%. Additional trials have shown this medication is twice as effective as Semaglutide 1.0mg.[1]

1. Aronne LJ, Sattar N, Horn DB, Bays HE, Wharton S, Lin WY, Ahmad NN, Zhang S, Liao R, Bunck MC, Jouravskaya I, Murphy MA; SURMOUNT-4 Investigators. Continued Treatment With Tirzepatide for Maintenance of Weight Reduction in Adults With Obesity: The SURMOUNT-4 Randomized Clinical Trial. JAMA. 2024 Jan 2;331(1):38-48. doi: 10.1001/jama.2023.24945. PMID: 38078870; PMCID: PMC10714284. [Link]

135. However, SURMOUNT and SURPASS are clinical trials that studied ***Lilly's*** MOUNJARO® and ZEPBOUND®. These trials did not study whether the compounded tirzepatide sold by Mochi, which is combined with niacinamide, glycine, or pyridoxine, is safe and effective for any indicated use in humans. In fact, no clinical study has been conducted to determine, much less has determined, that compounded tirzepatide is safe or effective at all, much less when combined with additives like the ones used in Mochi Health's products. The reference to studies supporting the safety and effectiveness of Lilly's products is deceptive and false, and it creates the false impression that Mochi Health's compounded tirzepatide with additives of niacinamide, glycine, or pyridoxine has been similarly tested and proven effective and safe.

136. Second, Mochi Health's most recent advertisement featured on social media touts that its compounded products are the "[b]est weight loss treatment of 2025."[122] Mochi Health launched an advertisement containing this claim on Meta's platform on April 1, 2025.

[121] Mochi Health, *Tirzepatide For Weight Loss: Dosage, Pricing & More*, (Updated March 18, 2025) https://www.blogs.joinmochi.com/blogs/tirzepatide-for-weight-loss#is-tirzepatide-safe-for-weight-loss-5.

[122] Facebook advertisement (Apr. 7, 2025).

137. Again, this is untrue. There are no clinical studies evaluating the safety or effectiveness of Mochi Health's tirzepatide product, let alone any studies demonstrating that Mochi Health's knockoff drugs are ***better***. In fact, no clinical study has been conducted to determine, much less has determined, that tirzepatide combined with niacinamide, glycine, or pyridoxine—whether Mochi Health's product or anyone else's—is safe and effective for human use. In stark contrast, Lilly engaged in nearly a decade of development and dozens of other clinical trials, and FDA evaluated and approved Lilly's tirzepatide medicines as safe and effective to treat their approved indications.

138. Third, Mochi Health deceptively, falsely, unfairly, and misleadingly touts FDA-approval, safety, and effectiveness of its knockoff drug. Mochi Health's Frequently Asked Questions page asks: "Is

Tirzepatide Safe For Weight Loss?" Mochi Health responds: "Tirzepatide is a safe medication that has been approved by the FDA" and that "[b]oth the SURMOUNT and the SURPASS clinical trials examined the effects of Tirzepatide in thousands of patients, demonstrating its safety and clinically significant benefits."[123]

139. These statements are false. FDA approved Lilly's MOUNJARO® and ZEPBOUND® in specific doses, for specific indications, and through specific routes of administration. FDA has not—and does not ever—broadly approve an active pharmaceutical ingredient, like "tirzepatide," however formulated. FDA only approves specific drug products, which must be formulated, tested, and manufactured according to processes and methods described in the approved drug application. And because Mochi Health's drug has never undergone clinical trials or FDA review, it is false and deceptive to tell consumers that it is FDA approved and that its "safety and clinically significant benefits" are established.[124]

140. Fourth—and perhaps most alarming—Mochi Health markets and sells its compounded tirzepatide with niacinamide, glycine, or pyridoxine additives for pediatric patients as a "healthier future for your child."[125]

[123] *Id.*

[124] *Id.*

[125] Mochi Health, *Mochi Pediatrics*, https://joinmochi.com/pediatrics (last visited Apr. 14, 2025).

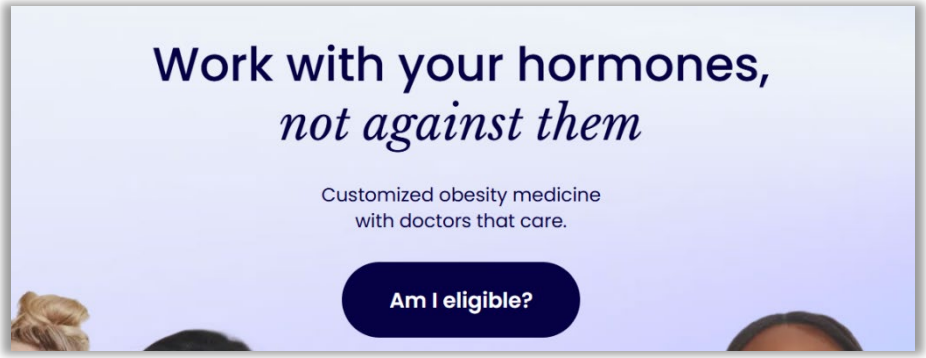
141. FDA has approved MOUNJARO® and ZEPBOUND®, the only FDA-approved tirzepatide medicines, as safe and effective for use in patients 18 years of age and older. While Lilly continues to study its formulations of tirzepatide, including through its ongoing phase 3 clinical study in pediatric and adolescent patients with type 2 diabetes, the safety and effectiveness of any tirzepatide medication has not yet been established or approved for use with pediatric patients.

142. For this reason, Lilly has made clear in a public Open Letter that "[s]ocial media posts, videos, and ads promoting use of Mounjaro® and Zepbound® in people under 18 are inappropriate and may expose people to significant risks because the safety and efficacy of Mounjaro® and Zepbound® have not been established in people under the age of 18."[126]

C. Mochi Health Falsely Claims Its Tirzepatide Drug Is "Personalized"

143. Mochi Health sells drugs as "tailored" uniquely for specific patients, which is untrue, unfair, and deceptive. Mochi Health instead sells mass-manufactured, untested, and unapproved one-size-fits-all compounded drugs.

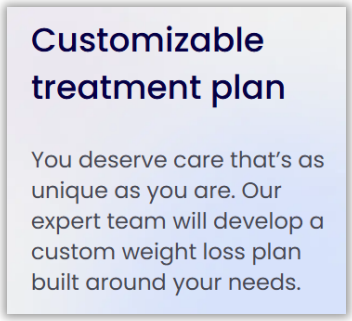
144. For instance, on the homepage of its website, Mochi Health tells patients that it provides "[c]ustomized obesity medicine with doctors that care."[127]

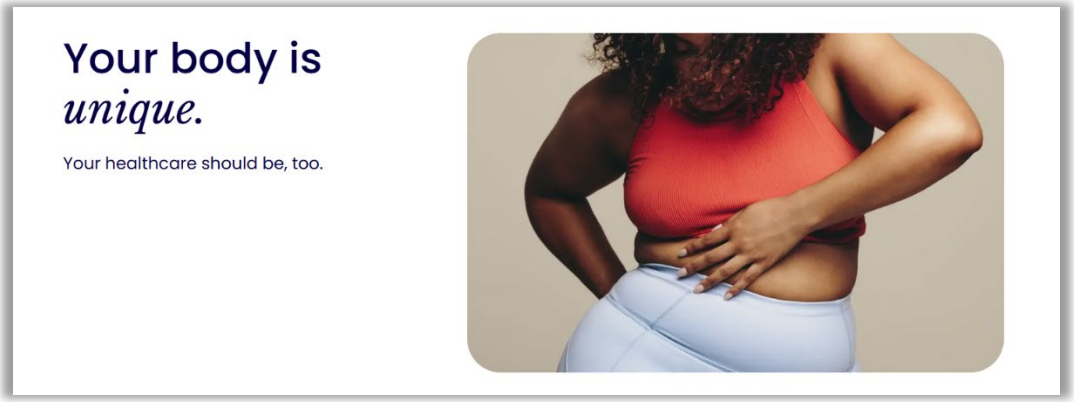


[126] Lilly News Release, *An Open Letter From Eli Lilly and Company Regarding Certain Practices Related to Mounjaro® and Zepbound®,* (June 20, 2024) https://investor.lilly.com/news-releases/news-release-details/open-letter-eli-lilly-and-company-regarding-certain-practices.

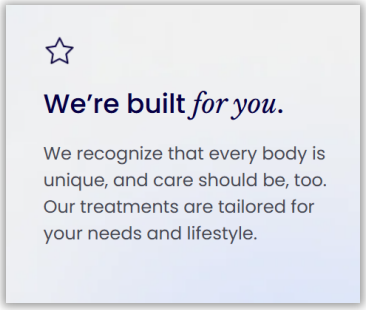
[127] Mochi Health Home Page, https://joinmochi.com/ (last visited Apr. 14, 2025).

145. Mochi Health also states that it offers weight care "designed *for you*" and that patients receive a "[c]ustomizable treatment plan."[128] On that same webpage, Mochi Health also tells patients "[y]our body is *unique*. Your healthcare should be, too."[129]





146. On its website's "About" page, Mochi Health tells patients that "[w]e recognize that every body is unique, and care should be, too. Our treatments are tailored for your needs and lifestyle."[130]



[128] *Id.* (emphasis in original).

[129] *Id.* (emphasis in original).

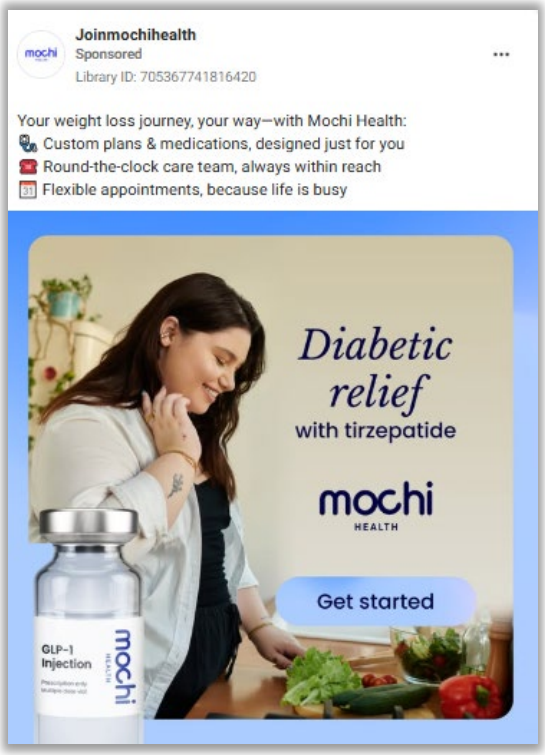
[130] Mochi Health About Page, https://joinmochi.com/about (last visited Apr. 14, 2025).

147. Further down on the same page, Mochi Health's co-founder and CEO Ms. Ahmad states that Mochi Health is "shifting the narrative from generic treatments to personalized, holistic care."[131]

148. Mochi Health also tells consumers on social media that its tirzepatide drug is "custom" or "tailored" specifically for patients. In one advertisement, for example, Mochi Health claims its tirzepatide is a medication "designed just for you." And in another advertisement, Mochi Health claims it offers "[t]ailored weight loss just for YOU."[132]

[131] *Id.*

[132] Facebook advertisement (Apr. 7, 2025).



149. In reality, there is nothing "personalized," "custom," or "tailored" about Mochi Health's drugs. The tirzepatide-niacinamide, tirzepatide-glycine, or tirzepatide-pyridoxine drug (or whatever other additive is in the tirzepatide Mochi Health is sourcing at the time) Mochi Health prescribes to patients is not "personalized," but rather is a mass-produced, untested, and unapproved compounded drug product, as evidenced by Mochi Health's previous en masse dosage and formulation changes. *See supra* IV.B.

D. Mochi Health Falsely Claims Aequita Pharmacy Voluntarily Stopped Producing Tirzepatide

150. To top things off, Mochi Health deceives consumers into believing that its related pharmacy, Aequita Pharmacy, "voluntarily" decided to quit manufacturing tirzepatide products. But this, like many of Mochi Health's statements, is false.

151. In recent weeks, Mochi Health has been notifying patients that their existing prescriptions are being rerouted to new pharmacies because Aequita Pharmacy voluntarily stopped producing compounded drugs.[133] Mochi Health posted a message in its private Facebook group explaining that

[133] *Mochi is publicly ignoring g complaints at BBB*, REDDIT (Mar. 26, 2025), https://www.reddit.com/r/JoinMochiHealth/comments/1jknosv/comment/mjy7yw2/; *Retention team suspended until further notice*, REDDIT (Mar. 22, 2025), https://www.reddit.com/r/JoinMochiHealth/comments/1jh9jg9/retention_team_suspended_until_further_notice/mjjejj5/;

"Aequita informed us that they voluntarily stopped operations."[134] Likewise, Mochi Health told patients on the Better Business Bureau website that "all pharmacies Mochi Health works with, including Aequita, meet the highest safety and quality standards."[135]

152. The reality is much more concerning. As discussed above, the WPQAC found Aequita Pharmacy's "deficient practices include allowing untrained and unqualified staff to perform sterile compounding, not properly supervising staff, and not adhering to sterile compounding procedures designed to ensure product integrity and patient safety."[136] When the WPQAC issues a limited stop service order, RCW 18.46.026(c)(ii) compels a licensee to stop "provid[ing] the services subject to the limited stop service."[137] Thus, Aequita Pharmacy did not "voluntarily" cease operations—it was required by law to do so in light of its deficient practices.

153. Mochi Health's obvious misrepresentations put patients at risk considering the WPQAC's description of the troubling behaviors at Aequita Pharmacy.

E. Mochi Health and Myra Ahmad Falsely Advertise Ms. Ahmad's Status as a Licensed Physician

154. As described above, in violation of Cal. Bus. & Prof. Code §§ 2052 and 2054, Ms. Ahmad repeatedly holds herself out as a licensed physician despite having no medical license in California or any other state.

155. Ms. Ahmad and Mochi Health use her purported status as a physician in advertising and on their social media platforms, misleading consumers with their deceptive claims.[138]

Ghosted by mochi, REDDIT (Mar. 16, 2025), https://www.reddit.com/r/JoinMochiHealth/comments/1jcm3zt/ghosted_by_mochi/mi3rzzm/.

[134] zuesk134, *(Aequita/Mochi) Pharmacy Quality Assurance Commission issues Limited Stop Service on license of pharmacy*, REDDIT (Mar. 14, 2025), https://www.reddit.com/r/tirzepatidecompound/comments/1jb60ze/comment/mhtkew6/?.

[135] Mochi Health, *Mochi Health Reviews*, BBB (Mar. 27, 2025), https://www.bbb.org/us/ca/san-francisco/profile/health-care/mochi-health-1116-955238/complaints?page=3#1116_955238_23084452.

[136] Washington State Dep't of Health, *Pharmacy Quality Assurance Commission issues Limited Stop Service on license of pharmacy* (Mar. 13, 2025), https://doh.wa.gov/newsroom/pharmacy-quality-assurance-commission-issues-limited-stop-service-license-pharmacy.

[137] Wash. Rev. Code § 18.64.026 (2024).

[138] @drmyramochi, TIKTOK, https://www.tiktok.com/@drmyramochi (last visited Apr. 14, 2025).

VI. MOCHI HEALTH'S UNLAWFUL CONDUCT HARMS CONSUMERS AND LILLY

156. Defendants' conduct has harmed Lilly and consumers. That harm will continue if unchecked.

157. ***First***, Defendants' conduct risks patient safety by subjecting their medical decision-making process to Defendants' profit motivations and exposing them to the unnecessary risks associated with untested and unproven compounded drugs.

158. ***Second***, Defendants' conduct causes irreparable harm to Lilly's brand and customer goodwill by promising results that consumers cannot obtain from Defendants' product. Mochi Health promotes its tirzepatide plus additive injections by trading on the credibility—earned through decades of safe and effective pharmaceutical manufacturing and years of clinical research and testing on tirzepatide specifically—of Lilly and its FDA-approved MOUNJARO® and ZEPBOUND®. When consumers fail to achieve desired results from Mochi Health's combination injection, consumers may conclude that tirzepatide is ineffective in general—an outcome made more likely given Defendants' reliance on Lilly's clinical studies and their explicit claims that their product functions identically to Lilly's products, with the additives having no clinical significance. Worse still, if consumers are harmed using compounded tirzepatide products from Defendants—where their dosage and formulation are subject to repeated arbitrary changes based solely on Defendants' business relationships without any clinical justification—consumers may even draw unwarranted conclusions about the safety and effectiveness of Lilly's FDA-approved tirzepatide medicines.

FIRST CAUSE OF ACTION
Unfair Competition
(Unlawful Corporate Control of Practice of Medicine and Prescription Practices, Issuance of Prescriptions Without a Medical Indication, and Unlawfully Holding Ms. Ahmad out as a Licensed Physician)
in Violation of the California Unfair Competition Law,
Cal. Bus. & Prof. Code §§ 17200 *et seq.*
(Against Mochi Health)

159. Lilly repeats and realleges each and every allegation above as if fully set forth herein.

160. The violations of law described in this Complaint have been, and are being, carried out and directed wholly or in part within the City and County of San Francisco and other locations within the State of California where Defendants do business.

161. California Business and Professions Code § 17200 prohibits "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising."

162. The unlawful, unfair, and deceptive business practices that Mochi Health employs to prescribe and sell their compounded tirzepatide drugs constitute violations of the California Unfair Competition Law.

163. Mochi Health has engaged within the last four years and continues to engage in unfair and unlawful business acts or practices in violation of Section 17200. Such acts and practices include, but are not limited to, the following:

- Unlawfully engaging in and aiding and abetting the unlawful and unlicensed practice of medicine by corporations and unlicensed persons within the State of California and other states;
- Unlawfully engaging in and aiding and abetting the unlawful prescription of medicines, including modifying the formulation and dosage, without an appropriate prior examination by a physician and without the identification of a medical indication for the modification;
- Unlawfully engaging in and aiding and abetting the unlawful prescription of medications with additives and changing additives in the prescribed drug without an appropriate prior examination by a physician and without the identification of a medical indication for the modification; and
- Unlawfully holding out Ms. Ahmad as a doctor without a valid license.

164. The business practices that Mochi Health has employed to prescribe and sell compounded tirzepatide drugs constitute "unlawful, unfair or fraudulent" conduct under the California Unfair Competition Law, by permitting corporate interests to exert undue control over aspects of the physician / patient relationship, as described in Section IV, *supra*. The business practices further constitute "unlawful, unfair or fraudulent" conduct under the California Unfair Competition Law by adding and modifying additives to drug products and doses without regard to the individualized needs of a particular patient.

165. Mochi Health's unfair and unlawful conduct is interfering with Lilly's ability to conduct its business. As a direct and proximate result of Mochi Health's unfair business practices, Lilly is suffering immediate and continuing, competitive, irreparable injury for which no adequate remedy at law exists.

166. As a direct and proximate result of Mochi Health's deceptive and unlawful practices, Mochi Health has obtained an unfair and illegal business advantage, thereby benefitting and profiting from sales it made as a result of the goodwill associated with Lilly's MOUNJARO® and ZEPBOUND®

tirzepatide medicines. Lilly has suffered and will continue to suffer monetary damages that can be measured and quantified as well as discernible competitive injury by the loss of goodwill.

167. Lilly is entitled to all remedies available under the California Unfair Competition Law, including injunctive relief, restitution, and attorneys' fees.

SECOND CAUSE OF ACTION
False Advertising
in Violation of the California Unfair Competition Law,
Cal. Bus. & Prof. Code §§ 17500 *et seq.*
(Against Mochi Health)

168. Lilly repeats and realleges each and every allegation above as if fully set forth herein.

169. The California Unfair Competition Law prohibits "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising."

170. Mochi Health's deceptive, untrue, and misleading advertising violates Cal. Bus. & Prof. Code § 17500. This includes falsely advertising to consumers (a) that consumers will receive Lilly tirzepatide medicines, when they are instead steered toward compounded medication; (b) that the compounded tirzepatide that Mochi Health offers is proven safe and effective and is the "best weight loss treatment," when it is not, (c) that its product is "personalized for patients" when it is not, (d) that Aequita Pharmacy "voluntarily stopped operations" when it did not, and (e) that Ms. Ahmad founded and developed Mochi Health "as a doctor" when she is not a licensed physician.

171. Mochi Health's untrue statements are misleading because, among other things, they steer patients seeking weight loss treatments away from obtaining safe, effective, and FDA-approved treatments. Mochi Health's unlawful conduct is putting health, safety, and lives at risk.

172. Mochi Health's consumer-oriented conduct actually or has likely misled consumers and is likely to continue to mislead them.

173. Mochi Health knew or should have known that its misleading conduct actually or has likely misled consumers and is likely to continue to mislead them.

174. Mochi Health's false advertising conduct is interfering with Lilly's ability to conduct its business. As a direct and proximate result of Mochi Health's false and misleading statements, Lilly is suffering immediate and continuing, competitive, irreparable injury for which there is no adequate remedy at law.

175. As a direct and proximate result of Mochi Health's false advertising practices, Mochi Health has unfairly benefitted and profited from sales it made as a result of goodwill associated with Lilly's MOUNJARO® and ZEPBOUND® tirzepatide medicines. Lilly has suffered and will continue to suffer monetary damages that can be measured and quantified as well as discernible competitive injury by the loss of goodwill.

176. Lilly is entitled to all remedies available under the California Unfair Competition Law, including injunctive relief, restitution, and attorneys' fees.

THIRD CAUSE OF ACTION
False or Misleading Advertising and Promotion
in Violation of 15 U.S.C. § 1125(a)(1)(B)
(Against Mochi Health)

177. Lilly repeats and realleges each and every allegation above as if fully set forth herein.

178. Mochi Health's commercial advertising claims described herein are false or misleading in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

179. Mochi Health has made materially false or misleading descriptions of fact, as well as false or misleading representations of fact that have influenced and are likely to continue influencing purchasing decisions—specifically, decisions to purchase Mochi Health's tirzepatide product instead of Lilly's FDA-approved medicines.

180. Mochi Health's false and deceptive statements and business practices actually deceive or have the tendency to deceive consumers.

181. Mochi Health has caused their false and deceptive statements to enter interstate trade or commerce.

182. As a direct and proximate result of Mochi Health's false and deceptive statements and practices, Lilly is suffering immediate and continuing irreparable injury for which there is no adequate remedy at law.

183. As a direct and proximate result of Mochi Health's false and deceptive statements and practices, Lilly has suffered and will continue to suffer significant monetary damages and discernible competitive injury by the loss of goodwill.

184. Given Mochi Health's conduct, this is an exceptional case under 15 U.S.C. § 1117.

185. Lilly is entitled to injunctive relief as well as monetary damages, and other remedies provided by Sections 1116, 1117, and 1118, including Mochi Health's profits, treble damages, reasonable attorneys' fees, costs, and prejudgment interest.

FOURTH CAUSE OF ACTION
Civil Conspiracy
(Against All Defendants)

186. Lilly repeats and realleges each and every allegation above as if fully set forth herein.

187. Defendants entered into a common plan and agreement and acted in concert to unlawfully make, prescribe, and sell compounded tirzepatide drugs in violation of the California Unfair Competition Law and the Lanham Act.

188. Defendants participated in an unlawful scheme to make, prescribe, and sell compounded tirzepatide, including through Ms. Ahmad's and Mr. Chaibi's overlapping control of Defendants and affiliated entities, through non-physician influence and control over prescribing decisions, and by modifying the formulation, dosage and titration schedule of compounded drugs prescribed to Defendants' customers.

189. As a direct and proximate result of Defendants' unlawful practices, Lilly has suffered and will continue to suffer significant monetary damages and discernible competitive injury by the loss of goodwill.

190. As a result of Defendants' conspiracy, Lilly has been damaged in an amount to be determined at trial.

JURY DEMAND

Lilly hereby demands a jury trial for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Lilly prays that this Court enter judgment in Lilly's favor on Lilly's claims and award Lilly relief including:

1. An order declaring that:

   i. Mochi Health engaged in unfair and unlawful trade practices, including the unlawful corporate practice of medicine, corporate control of prescription practices, and unlawful prescription and sale of injectable tirzepatide;

ii. Mochi Health engaged in false advertising in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*;

iii. Mochi Health engaged in false and deceptive advertising and promotion, in violation of 15 U.S.C. § 1125(a)(1)(B); and

iv. Mochi Health, Mochi Medical, and the Aequita Defendants engaged in a conspiracy to unlawfully prescribe and sell compounded tirzepatide drugs.

2. An injunction preliminarily and then permanently enjoining and restraining Defendants and their officers, agents, employees, and attorneys and all persons acting in concert or participation with any of them from:

i. Engaging in the corporate practice of medicine and the unlicensed practice of medicine;

ii. Marketing, distributing, dispensing, or otherwise making available to consumers Defendants' compounded tirzepatide;

iii. Citing Lilly's clinical testing to support the safety and effectiveness of Defendants' unapproved compounded tirzepatide;

iv. Engaging in any deceptive acts;

v. Making false and deceptive statements about the nature and source of Defendants' compounded tirzepatide; and

vi. Engaging in the unlicensed practice of medicine.

3. An order requiring Defendants and their officers, agents, employees, and attorneys and all persons acting in concert or participation with any of them, to engage in corrective advertising by informing consumers that:

i. Defendants' compounded tirzepatide product has never been demonstrated to be safe or effective;

ii. Defendants' compounded tirzepatide product has never been studied in clinical trials;

iii. Defendants' compounded tirzepatide product does not have any proven therapeutic effect;

iv. Defendants' compounded tirzepatide product is not superior to any FDA-approved tirzepatide drug product; and

v. Lilly's clinical testing regarding Lilly's FDA-approved injectable tirzepatide medicines provide no support for the safety, effectiveness, or quality of Defendants' compounded tirzepatide product.

4. An order directing Defendants to file with this Court and serve on Lilly's attorneys, thirty (30) days after the date of entry of any injunction, a report in writing and under oath setting forth in detail the manner and form in which it has complied with the Court's injunction.

5. An order requiring Defendants to account for and pay to Lilly any and all profits arising from the foregoing acts of unlicensed practice of medicine, deceptive trade practices, and false advertising.

6. An order requiring Defendants to pay Lilly restitution in an amount as yet undetermined caused by the false advertising for payment to Lilly in accordance with California Unfair Competition Law and other applicable laws.

7. An order for pre-judgment and post-judgment interest on all damages.

8. An order requiring Defendants to pay Lilly's costs and attorneys' fees in this action pursuant to California Unfair Competition Law in accordance with California Code of Civil Procedure section 1021.5 and any other applicable provision of law.

9. Other relief as the Court may deem appropriate.

[Signature page follows.]

Dated: April 23, 2025

Respectfully submitted,

/s/ Yungmoon Chang

Yungmoon Chang

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